

Reeve, Tapping

YALE LAW LIBRARY

MssB
L71
1811E
v.7



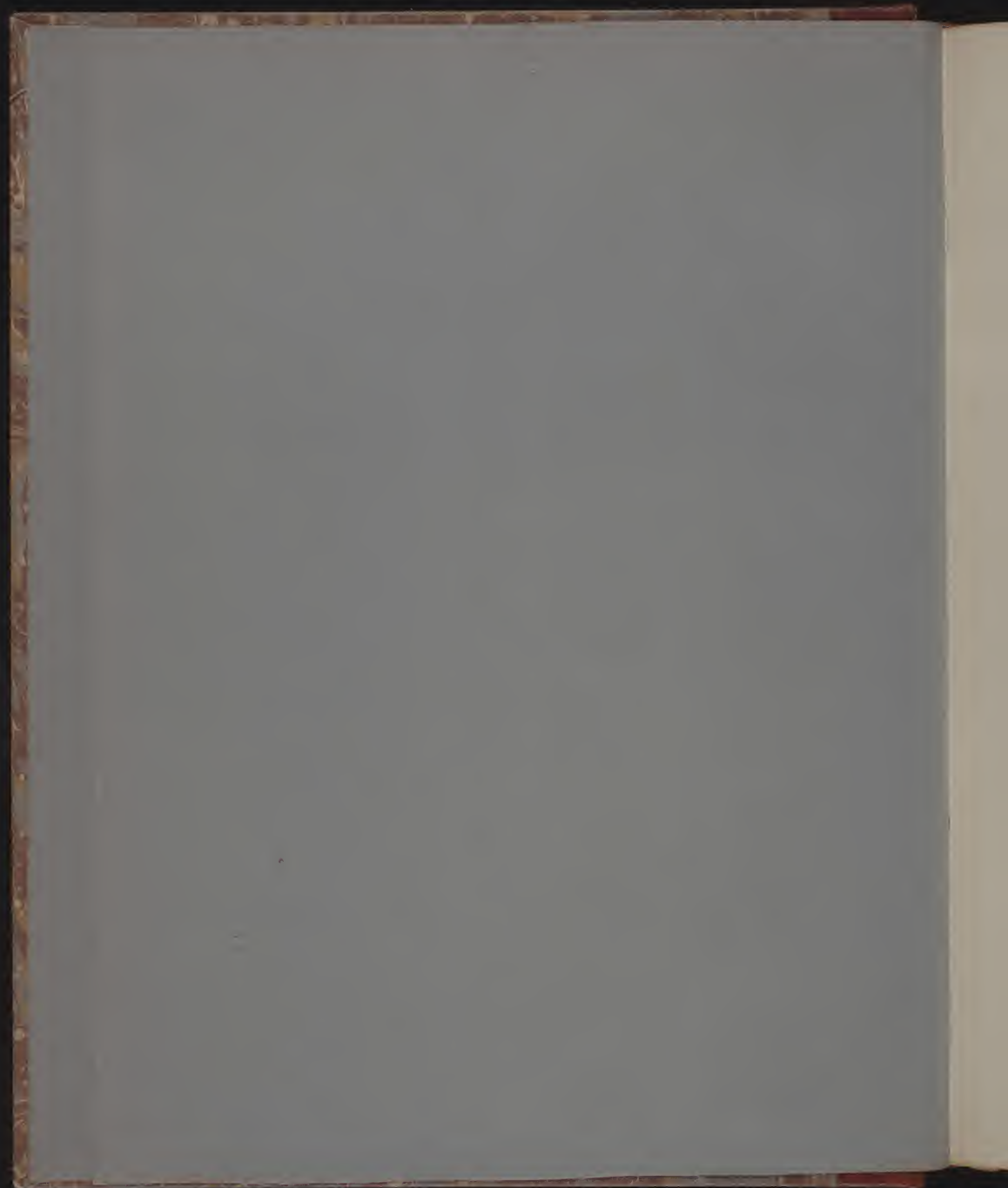
PRESENTED BY

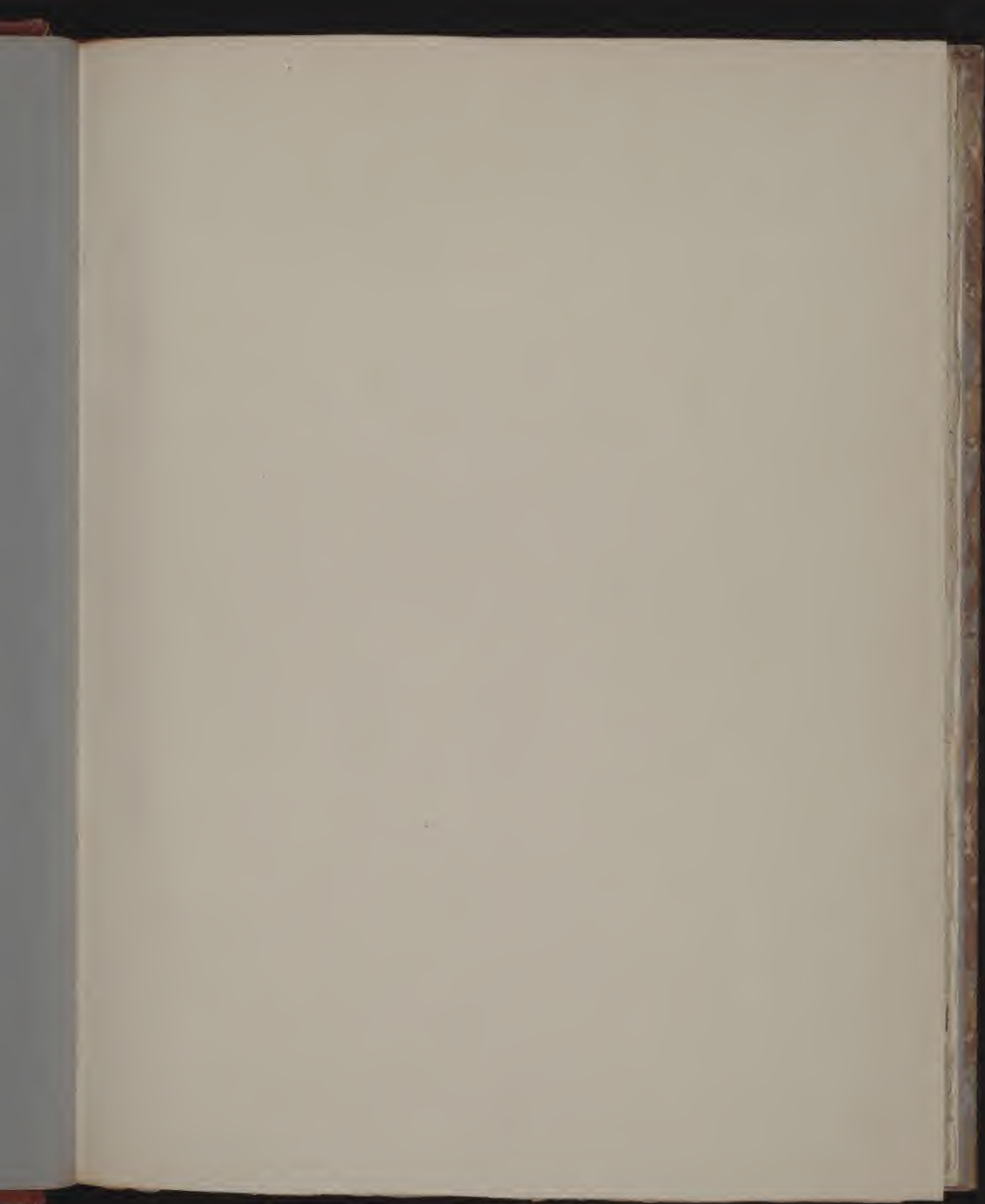
Chauncey S. Goodrich

1931

MssB
L71
1811E
v.7

Henry C. Wessell
1871





Gift of
Chamney B. Goodrich
1931

Fraudulent Conveyances by James Gould!

By statute of our own and as by English Statute all conveyances of property made to defraud Creditors are void against them.

Conveyances include all bonds contracts &c. - they are void as to creditors & their representatives.

The conveyance includes personal and real property - also judgments, executions &c.

Stat Con 884, § 2 Bch title Land & Robt 23m

In the Eng. Statute it does not extend to any bona fide purchaser having no notice of the fraud - in our Statute we have similar provisions -

So make a fraudulent conveyance - both parties must know of its fraud - if the grantor only knows of it - it is not fraud.

Such is the spirit of our Statute -

Here is another Eng. Statute declaring all conveyances fraudulent as to bona fide purchaser

2 B title Land & Robt 9, 8 note

Our Statute in confirmation of the English and it is no matter when these matters convey is made

Comp & 32 B Ch 5 & 2 Stat 357 & 2nd 413
3 Code 83 1 Anst 290 = 4

As to the parties of a fraudulent conveyance - it is binding upon them by express exception of Statute -

Rob 33 - 34 - 1 Robt. 14 & 189

And a fraudulent conveyance is void as to a subsequent bona fide purchaser though he knows of the fraud

conveyance - this is doubted -

9 East 159 5 C O D Comd 111 North 333-2 Br Chan 148

The same rule holds in equity

2 Br Chan 148-9-10 N P 335 9 East

71 Dent 271-4 Que. 375

It is settled a conveyance is void as to subsequent and
predecessor creditors - i.e. when the con. is made
with intent to defraud by some person
conveyance. Title 240, 3 Ch 90 10 A 114 2 a 0 do
Fall 24-

This is also as settled in Con

The most usual conveyance are those made without
any consideration but these are not the
only ones, for fraud destroys a conveyance for
a voidable consideration.

2 Chy 10-2 A 520 481

3 C 81 6 quot case -

In some cases the fraud is constructive and
often it is not necessary there should have
been fraud between the parties - the law makes
fraud - And the parties who then not succeed
intended to deceive and this is sufficient
to make actual fraud - Prob 65

This fraud - intent may be proved by circum-
stantial evidence - direct evidence is not of
course necessary - then a sale after a

gift is fraudulent by law.

5 CCB 124 al 334 Comp 280 Amble 288
2 CCB 113 124

And when a second conveyance makes the first fraudulent and void - if the second falls by non performance of its conditions - still the first is not recovered - tho it was honestly made once as voluntary - (for it has once been overruled.)
W. - 2 Wob 35 Robt 12. 3

It was once thought if the con was made to defraud a particular creditor others could not take the advantage - but now tis fraudulent against all creditors - so also settled in Palmer 215 Robt 16. 3 Id opinion 169 36
10 C 58 Dec 192

The grantor being indebted at the time is evidence of the fraud and in the 13 Chis not as 27 Elw as to some joint purchasers. this evidence is presumptive only
Robt 53 54 Comp 111

Many say that want of valuable consideration is only presumptive evidence of fraud - i.e. a voluntary con is not per se fraud -

Chen 214 - 1 Lom 208 Comp 133 2 Dec 15
1 Wob 110 72 Id 150 193 237

Continue others say and tis now settled that

a voluntary convey is good as to hands
as to sub purchasers -

9 East 54 - Dec in ch 13 2 hdy 10
2 hdy 20 1823 - 2 13 hdy 10 19
Watts 94 2 124 Contra. - Watts 31 5. 13. 15 81
18. 58.

When the convey is made - per se it cannot
be rebutted. It is not good per se as against
subsequent ~~purchasers~~ creditors - the only
to prior creditors or sub purchasers - but
not to sub creditors.

Watts 112 - 2 hdy 32 7. 3 hdy 10. 1 Feb 26 78
Watts 190

A purchaser has a higher equity than
a creditor -

Prob 7 Note 18. 22. - 124 94. 8 LK. 5 52 9 - 2 Ann
3 8 8. 393. 8

Fluorulent conveyance by James Grant Esq. 25.

Marriage is in law always a valuable consideration - a consideration upon the grounds of marriage is not raised for want of consideration -

Robt 113-115 207 Agg 484
280207 Quin 22 388 893

A conveyance in cons of marriage is entitled to the benefit of 27 of Chancery against a subsequent creditor - -

Robt 115 128 Chancery 888
Quin 383

But one difficulty between a marriage con. and any other valuable consideration is this - If a conveyance is made to A & B for a pecuniary consideration from A & B are protected by this consideration -

But it is in cons of marriage - ^{settlements} made to one of the parties and ^{their} issue and ^{collateral} relations the settlement will protect only from ^{the} effect of the settlement - ^{and} ^{not} ^{over} ^{the} parties and issue will take under the authorities after - because in the first place the sup. is that A & B consent in the nature of the case permits it

Robt 114-115 23 Read 284 non 54 763
4. Nov 182 15 as 534 Cony 711 2d 114
2 PM 735

Limitations to conveyances is good against the creditors of the grantor - ad m. in

Cony 711 con 280
175-81 Robt 113 125

These are all of them good against the parties themselves - but I will as to subsequent purchasers -

76396. Roll 104. 10. 13

But things otherwise is valuable con- sideration
difference between a consideration made
before marriage and after marriage.

A settlement made after mar- and not in
pursuance of any agreement before mar-
riage or any subsequent new and valuable consid-
eration is fraudulent Conf 287 & Branch 148

Such conveyance ~~not~~ made when the
Grantor is not involved is good against
the Grantor creditors but not against
subsequent bona fide purchasers.

2d 10 2d 11 2d 12 2d 13 2d 14 2d 15 2d 16 2d 17 2d 18 2d 19 2d 20 2d 21 2d 22 2d 23 2d 24 2d 25 2d 26 2d 27 2d 28 2d 29 2d 30 2d 31 2d 32 2d 33 2d 34 2d 35 2d 36 2d 37 2d 38 2d 39 2d 40 2d 41 2d 42 2d 43 2d 44 2d 45 2d 46 2d 47 2d 48 2d 49 2d 50 2d 51 2d 52 2d 53 2d 54 2d 55 2d 56 2d 57 2d 58 2d 59 2d 60 2d 61 2d 62 2d 63 2d 64 2d 65 2d 66 2d 67 2d 68 2d 69 2d 70 2d 71 2d 72 2d 73 2d 74 2d 75 2d 76 2d 77 2d 78 2d 79 2d 80 2d 81 2d 82 2d 83 2d 84 2d 85 2d 86 2d 87 2d 88 2d 89 2d 90 2d 91 2d 92 2d 93 2d 94 2d 95 2d 96 2d 97 2d 98 2d 99 2d 100

2d 10 2d 11 2d 12 2d 13 2d 14 2d 15 2d 16 2d 17 2d 18 2d 19 2d 20 2d 21 2d 22 2d 23 2d 24 2d 25 2d 26 2d 27 2d 28 2d 29 2d 30 2d 31 2d 32 2d 33 2d 34 2d 35 2d 36 2d 37 2d 38 2d 39 2d 40 2d 41 2d 42 2d 43 2d 44 2d 45 2d 46 2d 47 2d 48 2d 49 2d 50 2d 51 2d 52 2d 53 2d 54 2d 55 2d 56 2d 57 2d 58 2d 59 2d 60 2d 61 2d 62 2d 63 2d 64 2d 65 2d 66 2d 67 2d 68 2d 69 2d 70 2d 71 2d 72 2d 73 2d 74 2d 75 2d 76 2d 77 2d 78 2d 79 2d 80 2d 81 2d 82 2d 83 2d 84 2d 85 2d 86 2d 87 2d 88 2d 89 2d 90 2d 91 2d 92 2d 93 2d 94 2d 95 2d 96 2d 97 2d 98 2d 99 2d 100

If the husband makes a settlement to his wife
or children (uninvolved) after marriage a
subsequent purchaser will do so even though
the subsequent purchaser knows of the fraud
conveyance by the 2d of 8th - 2d 10 2d 11 2d 12 2d 13 2d 14 2d 15 2d 16 2d 17 2d 18 2d 19 2d 20 2d 21 2d 22 2d 23 2d 24 2d 25 2d 26 2d 27 2d 28 2d 29 2d 30 2d 31 2d 32 2d 33 2d 34 2d 35 2d 36 2d 37 2d 38 2d 39 2d 40 2d 41 2d 42 2d 43 2d 44 2d 45 2d 46 2d 47 2d 48 2d 49 2d 50 2d 51 2d 52 2d 53 2d 54 2d 55 2d 56 2d 57 2d 58 2d 59 2d 60 2d 61 2d 62 2d 63 2d 64 2d 65 2d 66 2d 67 2d 68 2d 69 2d 70 2d 71 2d 72 2d 73 2d 74 2d 75 2d 76 2d 77 2d 78 2d 79 2d 80 2d 81 2d 82 2d 83 2d 84 2d 85 2d 86 2d 87 2d 88 2d 89 2d 90 2d 91 2d 92 2d 93 2d 94 2d 95 2d 96 2d 97 2d 98 2d 99 2d 100

Bona fide purchasers more favored
than the creditor - reason of the difference

Correll on Trust 23d 2d 3d 4d 5d 6d 7d 8d 9d 10d 11d 12d 13d 14d 15d 16d 17d 18d 19d 20d 21d 22d 23d 24d 25d 26d 27d 28d 29d 30d 31d 32d 33d 34d 35d 36d 37d 38d 39d 40d 41d 42d 43d 44d 45d 46d 47d 48d 49d 50d 51d 52d 53d 54d 55d 56d 57d 58d 59d 60d 61d 62d 63d 64d 65d 66d 67d 68d 69d 70d 71d 72d 73d 74d 75d 76d 77d 78d 79d 80d 81d 82d 83d 84d 85d 86d 87d 88d 89d 90d 91d 92d 93d 94d 95d 96d 97d 98d 99d 100d

A settlement made ~~not~~ marriage in presence
of a covenant before marriage is good as
creditors and subsequent purchaser and not con-
sidered as voluntary 1844 at 854 2d 10 2d 11 2d 12 2d 13 2d 14 2d 15 2d 16 2d 17 2d 18 2d 19 2d 20 2d 21 2d 22 2d 23 2d 24 2d 25 2d 26 2d 27 2d 28 2d 29 2d 30 2d 31 2d 32 2d 33 2d 34 2d 35 2d 36 2d 37 2d 38 2d 39 2d 40 2d 41 2d 42 2d 43 2d 44 2d 45 2d 46 2d 47 2d 48 2d 49 2d 50 2d 51 2d 52 2d 53 2d 54 2d 55 2d 56 2d 57 2d 58 2d 59 2d 60 2d 61 2d 62 2d 63 2d 64 2d 65 2d 66 2d 67 2d 68 2d 69 2d 70 2d 71 2d 72 2d 73 2d 74 2d 75 2d 76 2d 77 2d 78 2d 79 2d 80 2d 81 2d 82 2d 83 2d 84 2d 85 2d 86 2d 87 2d 88 2d 89 2d 90 2d 91 2d 92 2d 93 2d 94 2d 95 2d 96 2d 97 2d 98 2d 99 2d 100

18th June 22-2 Feb 200-3 Feb 1851 ^{marriage} Because the original
agreement was made in pursuance of settlement
of marriage which was a good consideration
and it is only executed after marriage -

But if the settlement arises from the original
agreement it is void so far as it
does thus say - for as far as it not an
execution of the first ~~marriage~~ contract before
marriage - since so far as it confirms
to the agreement before the marriage - as a
condition voluntary - Amble 288 1 Bur 285 2 Lev 146
Rob 245 2

The rule holds although the agreement was made
which is ~~made~~ made prior the marriage - because
the may purport a valuable consideration -

Croft 154 2 Wry 304
Rob 228 225

When there has been an agreement before
marriage and that is not actually executed
Reg will not enforce it as mortgages and
purchasers without notice - for in such
a case no legal title is conveyed by such
agreement - yet Reg will enforce it against
creditors and mere volunteers - for when
eq is equal the legal title must prevail -

2 Wry 304 1 PM 22 Talkers 2
Rob 27 8 2 30-1 21-2

Will enforce it as creditors and volunteers - same on
A settlement post mar - without any prior agree-
ment or any other consideration before the death
to provide - for family & goods & debts & present
& creditors - yet it is ^{not} done here because -

Prob 18-2425 1870 01 22 10 2000 10 11 2000 10 11 2000

Wherever an application is made to the court to ^{correct} ~~cancel~~ and agreement made prior to ^{the} ~~the~~ it will not extend so far as to defeat subsequent purchases even without notice - because any time the purchaser is not supposed to know the rules of equity or that the court of equity can alter or rectify this original agreement but this is much doubtful - for a man ought to know the rules of equity as well as rules of law.

Amble 288 1 P 1800 11 12 1800

But when ~~the~~ application is made after marriage in pursuance of agreement before marriage and which need of no correction courts of equity will enforce it against subsequent purchasers with notice.

Contra 1. 233 11 12 1800

an executory agreement for a purchase but with notice of a prior voluntary settlement it cannot hold or obtain in equity - but if it had been executed different - 1801 11 12 1800

1. 1802 11 12 1800 11 12 1800

Section

A recital of an agreement of marriage, with a right concomitant trust will amount to sufficient proof that there was a prior agreement.

See 101 11 12 1800

11 1800 11 12 1800

And a settlement made after marriage upon a new and valuable consideration

9
accruing with time will not be material injury.

2 MS 117, March 22^d 125th 13
MS 118, Dec 10th 145th

Also if a settlement is made during
coverture by the husband to the
wife his wife's heirs are good against
creditors and bona fide purchasers

2 MS 117, Dec 12th 125th 13
MS 118, Dec 10th 145th

It is at any rate of opinion that
the settlement position has not been actually
paid - the wife went to the consideration 125th 13

And if a husband is obliged to have recourse
to court for his wife's portion the settle-
ment is on good consideration.

2 MS 117, Dec 12th 125th 13
MS 118, Dec 10th 145th

If the trustee of the wife's property agrees the
husband to make some settlement before
the marriage to the wife and the portion
the settlement is good as above con-
sideration.

2 MS 117, Dec 12th 125th 13
MS 118, Dec 10th 145th

But if a trustee of the wife's property agrees
the wife's portion without condition and
voluntarily and the husband makes
a settlement in consequence of the
settlement the settlement is good.

10
Person then was no success, making the settle-
ment in order to get the property

See in ch 444 in 1874 p 82 p 83 p 84 p 85
1. HOD 421

Such last case the settlement will be in
as to subsequent purchases, but not
to the extent unless he was involved at
the time of making the settlement.

But if the settlement is made, it would
not be a court of equity would seem
reasonable. The money will be paid
as to credit.

A settlement to the amount of the value
of the land is good - see 18th Feb 1874 p 84
p 85 p 86 p 87

After payment in order to the settlement
the court will be made to make the settlement
reasonable settlement before the
maker over her part is deemed
and consideration against creditors
and subsequent purchasers.

See in 234th p 84 p 85 p 86
See in 234th p 84 p 85 p 86

It seems however if a woman has an
equitable title in the land and may

which is not without some obligation to
to make a settlement, & so -
idea of the husband makes a settlement
consequence of a settlement is a debt
has no legal effect in this relation

1 Brown & 305 220p 22
1801

There are some cases in which the position
of the wife is such, however, as to require
no settlement. Marriage is a contract
in respect to the husband
If a woman has any property, real or
personal, and she settles it with a view
to a future possible cohabitation, she can
not set it aside, but she must have
made some settlement for herself, and
in law she can never set it aside.

1 Brown & 305 220p 22
1801

But if a single woman is in possession
of property, and she settles it with a view
to a future possible cohabitation, she can
not set it aside, but she must have
made some settlement for herself, and
in law she can never set it aside.

1 Brown & 305 220p 22
1801

In the case just cited and cited it
has been held that the husband's
settlement may be valid against
the execution of the wife's debts
made - as not binding of the
asset in any case because he
was supposed to have no other
that property by marriage, but
this is known to be deficient

2 W & 33 No 254357

3 A woman, pending the marriage
makes a settlement for her
children this settlement will
be valid although the husband did
not know of the conveyance - because
of the obligation on parents to provide
for children and a portion of a
husband is not bound to support
his wife & children before his marriage
with her. 2 W & 33 No 254357

15th 25th 2 W & 33 No 254357

There is valid against creditors though
not against subsequent purchasers
15th 25th 2 W & 33 No 254357

And the rule is the same as in the case of a husband
 where he has made a settlement under
Statute 3389

Contra if the husband has been made a
 settlement in consequence of an intention
 or promise of the wife to become
 his wife the children will be set aside
 for actual deception with wife, since
 she was induced to make the settlement
 by the husband's promise - ^{wife's}
 notice is not necessary to make good
 nor does bare concealment make good

2 D. 533 2 Brown Ch 550 Holt 464 5
350. 936

A woman upon the law of marriage makes
 a voluntary conveyance to a husband.
 it is void as to the husband - viz
 is supported in law has no estate

Contra 1 Denb 69 note 2 Apr 218

A wife has been relieved against her
 former agreements with her husband
 to the marriage in defiance of the wife's
 but her consent of her step-cousin ^{inhabitation}
 In these cases there must have been actual
 fraud and where she has been decoyed
 into her cohabitation she is not bound by

14th Traudley R. of the husband's wife's marriage.
the ~~marriage~~ conduct of the husband after marriage.

3 P 165 741, note 1. See in ch. 1.

Robbison note

See Lecture 2. See 1812.

Who can take advantage of the statute 27 Eliz.
No other than the bona fide purchaser for a val-
uable consideration can avoid a conveyance
under this statute.

This stat was made to favour and protect
bona fide purchasers.

Where both are ~~bona fide~~ ^{purchasers} the best is good vs
the other.

3 C 81 Comp 1706 12 Phil 84 3 W 350

Croft 445 1 Burr 340 1 W 304

372 382 425 6

Mortgage is a valuable consideration and en-
titled to the benefit of the 27 Stat of Eliz.

4 C 81 382 1 W 348

Phil 105 12 3 36

But a purchaser under a family settlement
made in considⁿ of natural affection can
not set aside a ^{prior voluntary} conveyance to a stranger.

3 C 81 83 1 W 370

6 41

The same rule as to a jointure settled upon
the wife during coverture she can
not set aside a ^{prior voluntary} conveyance to a stran-
ger.

Who may take advantage of the Stat
 Chap. 445

It can in which the Master to whom
 a bene, sole purchaser conveyed to
 pay the Grantors with can avoid the
 prior conveyance to a stranger
 No reason for this case. Gould

Vol 369 1 PM 358 note -
 2 Eq ca 6848 1 M 13
 3. H 22 2 H 23 9

More inadequacy of price is no objection
 to taking the benefit of the statute if
 the consideration is valuable

Ambleton 112 " Vol 371 "

But inadequacy of price with circumstances
 indicating collusion to overturn the
 prior conveyance will not take effect
 and the ~~that~~ first conveyance will stand
 for if this were otherwise a mala fide
 purchaser might avoid the conveyance
 and also the Grantor himself might
 set it aside himself

Comp 3015 7/6 " Vol 371 "

10) Fraudulent Conveyance ^{and the} who may take
Gross inadequacy is sufficient to take
advantage of the state. But this amounts
to a mere ~~conveyance~~ ^{conveyance} ~~conveyance~~ ^{conveyance}
Con p 403 4th 2 P W 618 1704 1873

And when this is not collusion and if
the subsequent purchaser seems
to have cheated the grantor though
there is a mere inadequacy of price
the purchaser cannot set aside the
former conveyance which was con-
veyed voluntarily to a stranger
Con p 445 8, 836

A mortgage though not mentioned
in the Stat is within the meaning
and is deemed within the Stat
Con p 445 8, 836

distinction between mortgage and purchase
A voluntary conveyance is void as to
the mortgage only pro tanto as the
mortgage is voidable and
from the voluntary purchaser

has the equity of redemption —

But the purchaser avoid. the conveyance
entirely - or he pays money to the Grantor
in this case whereas the mortgagee
has money paid him by the Grantor -
and so if his money is paid him he
needs no equity.

1 Chan 1051st Profts 373

It seems doubtful whether he will open
a foreclosure for a voluntary subsequent
purchase after a decree of foreclosure.

Profts 373 1 Chan 1021st

It seems also that a surety to persons
property is given by way of indemnifi-
cation is within the statute of 27 Eliz
doubtful only 2 Roll rep 305 2d ed 70th Dec 20th 14th
Profts 2 Roll ab 783 Plutton 1stst Profts 374
opinions not agreed

No doubt thinks I could on this point
Proftst takes the case of a lease but if the
lease is taken by way of mortgage. Would
have been different.

An absolute conveyance is by way of
Surety is not within the benefit of the

18
I understand in my opinion
that, if there is a secret trust to, fraudulent
Outline as before M. & C. Case
S. Lottus by James Smith

It constitutes a purchase and as the
the purchase must be of the identical
thing of the prior purchase

10th 6th Feb 1875

I had a letter from S. Lottus a few days
ago and told it to B. for valuable consid-
eration was taken not to be a purchase
under the 27 of this same

Kind of a valuable consideration is
construed what species of interest
is purchased - is whether it is a purchase
interest or for an interest in the
of the interest - Feb 6th 75

A letter for years for valuable consid-
eration is a purchase or within the 27
and reservation of sufficient consid-
eration - the rent must not be colourable

2 Nov 327 Case 1121

2 B Feb 1000

I have been told that to make a conveyance
fraudulent be in the matter

Conveyance
A must be the same person who con-
veys the latter estate

This is true when the person making
the conveyance is a stranger
to the first conveyance

1 Ann 45th Post 87th 379
387th

Contra

If the person making the convey-
ance has the estate in him at the
time when he makes it (although
different persons) the subsequent con-
veyance will be good to the first convey-
ance

6 Q 12 Post 87th 355th

And if a man makes a fraudulent convey-
ance to B and then makes a voluntary
conveyance to C and C makes a fraudulent
conveyance to D so D cannot avoid the first
fraudulent conveyance because C does not
state to convey

Mou 8 33 Post 88th 34th

And settled in a trustee under a vol-
untary settlement he cannot hold
as a bona fide purchaser so as to
avoid the voluntary settlement

Mou 8 33 Post 88th 34th

And if the trustee by direction of the settlor
que trust make a subsequent conveyance
cannot without the settlor's consent
make a subsequent conveyance
and so as to defeat
the former voluntary conveyance
and because it is made by a stranger
in breach of trust.

But a purchaser who buys in his own
name with his own money for the
use of another - the purchaser
can take advantage of the Statute
benefit of the settlor's trust.

Page 155. Part 10.

And a person purchasing any real
profit commodity or advantage
the land is as much a purchaser
as though he bought the land itself.

Page 157. Part 12. Statute
convey. d. 2.

In general all instruments ~~are~~ have
been void and such within the
statute. - C. 155. Statute 158
Page 152 & 153

21
In Fraudulent Conveyances
and Statutes relate to the real and per-
sonal property

Though the construction of the statute
is the same as to real & personal
property the application to the two
cases are different -

When there is a voluntary conveyance of
personal property if the thing
is consumed so that the creditor
can take it upon execution the conveyance
becomes void because the whole is destroyed
by consuming the specific property -

Port 228, 12 Aug 258

But the real property can
never happen to be consumed
for there are not consumable

As soon a creditor has a better chance
than in any because he may attach
upon mean property

The Statute does not exempt the creditor
to maintain an action at law for a conveyance
not done - 12 Aug 258, 12 Aug 258

22 Fraudulent Conveyance

There is, however, due to King another remedy by prosecuting who suffers the penalty of the Statute upon either or both parties -

Where the fraudulence is personal the whole value is recovered in real property or land one years profit of the land - the residue is given

to the Crown? But the Statute
note to note -

And Robert thinks a real gift of money is not within the Statute

in the Statute
27 Hen 8th

No reason for this can be said. It is
specific money given to the Crown -
and so I think, &c. Illworth

But the Statute says, Given by the King
February 1st

When a bond has been given, it may be
reduction such bond is void at law against
the creditors of the donor but good as between

the parties - this is ^{supposed to be} given for some infirm
in fact or law sustained

2 Will 339 LPP 2 - 2, 339. Feb 183
2 Eq ab 186, 288"

And upon the same principle on which a
bond would be void against creditors or
creditors, or conveyance after would be
void -

It is said a conveyance to trustees for pay-
ment of the grantors debt in law none
of the creditors are parties to the deed is
void as to those creditors who dissent -
and also void as purchaser in one side

Vol 42 p. 837, 2 Am 510"

1 Leon 104"

Properly, if this rule doubted Shy Lane Bond.
Because when a conveyance is made for the
benefit of one the presumed the
beneficiary has consented until the
contrary appears -

If a creditor is a party to such deed the
conveyance is supported by a valuable
consideration -

B 681* 5 Th 420 note case
5 Th 636 11 B. Dug 271 2 Th 111

11 Eq Rep 226 5 no 212

C 1811 W. R. vs. Huntington

24th Fraudulent Conveyance -

Convey to trustees for payment of debt made in a misgoverning state where the consent of one of the creditors binds the other creditors is good 3 Dallas 370 2 Mass against all the creditors

3 Cranch 173 158 1 Henry 366 5
2 Cor 412 4 1 N Y 2102 -

And such a conveyance is good though the debt are barred by the statute of limitation because the Statute of Limitation does not destroy the debt only the recovery and the creditor's acknowledgment will take it out of the Statute.

Conf 548 5 Burr 2030 Laury
Pols 22-3 389 2120 11 M 2 Burr 1011
3 Ff 45 2 A 308

Though such conveyance when there is no creditor as if parties ^{if they act in} the creditor bring a bill in eq to pay their debt that does not invalidate the conveyance ab initio.

2 P 234 3 P 122

Donations to charitable institutions are void if the donor is not indebted as to creditors but not subsequent creditors.

such donations are encouraged - actual fraud seems to be required - 1 P 122 6 421 6 P 3 1 Burr 230
Pols 438

Trudulent Genovance. 25
And a benevolent person can having
notice of such donation cannot use them
as he can volunteers can.
(Page 3)

Donatio causa mortis partaking partly
of a gift inter vivos and partly of a leg-
acy -

Such a "Donatio causa mortis" is void as
to creditors - hence decided

Prop on Dec 2 1842 Post 212-4
Page 777 Chap 111

Ben determined in Eq to convey to trustees
to pay debts was not avoided as to a Bill
in debtors though ~~with~~ made pending
the action for the purpose intent to avoid
the claimings - because this is not a debt -
It arises in debtors Eq. 1149

It seems however once a conveyance made
voluntary might be set aside by the Bill
Post 256 Eq 55

Also a release - settlement made between the
debtor and the creditor of a covenant giving
only damages is good against the covenant

unless there has been manifest fraud -
because here was not felt nor sickly -
at the time of the covenant -

See in Ch 877 "Notes 500."

(The rule would be otherwise if the covenant
was to pay money in pittance - because
here is debt then present)

If one person procures an estate to
be conveyed to another as his son, this
conveyance is not void as to creditors of the
father unless the conveyance is a
mere trust for the father -

Crook Ch 550 "Vineyard, p. 100"
after g. a. 2 2 barn 498

because the estate never belonged to the father -
A son thus procured to a daughter was
good under the statute though he took
the profits ~~and~~ and possession
during the minority of the children
was as guardian

"1st 211. 000 - 249 ab 416"

Notes 100

If Land was the father's the profits of the
age his void: 1st 211. 000 - 8

In general if a man ^{has} power over another
property and makes conveyance such
conveyance is not void as against his
creditors. Cum Est 291 "Poth 467"

But if the person should dispose of the
property by not con- in trust for him
self - then the property might be resor-
ted to by his creditors because he conveys
to himself the beneficial interest. 2 Cum 287 "Poth 470"

If a person having a general power of
appointment ^(which is not a trust) makes a voluntary
conveyance it is void as to his creditors.

2 Cum 10 "Poth 452 232"

2 Cum 319 "Poth 468" 10th 465

3 At 269 656 "Poth 472 47"

If the power of appointment is of lease
this rule does not hold -

Poth 474 6th

Because he could not make it his
own ^{own} it being limited by the special
appointment ~~arguently~~ -

27-

Voluntary Conveyance

A voluntary bond while it rests merely in contract is void in equity and at law. As to Creditors and Purchasers both. Till the party claiming under the bond takes judgment upon it and execution also acts of recovers into his hands then the inside creditors may dispute the bond and take advantage in equity and law.

But in Ch. 12. 11th 293 But in 3rd

But in 478

After a debtor's death, the question may be tried in a court of law even though the bond has not passed in judgment.

But in 478 81.

A bond remaining in the possession of the obligor is a strong presumption of fraud. As when a father made a bond to his daughter and kept possession the bond was void against his creditors.

But in 43, 72 2d and 280

11th 25 1st 11th 572

But a voluntary bond is good as between the parties as regards the obligor.

28
Fraudulent conveyance
and such a bond is not to be disturbed by
the obligor or by the executor unless
there is deficiency of assets to pay the
debts of the obligor

104025 prob 85.6 280823

And when a voluntary bond has been de-
livered up to be cancelled, a court
will under certain circumstances de-
ceed it in his name as volunteer,
and then it is his and not the statute
of distribution but not as bona fide
purchaser

1 prob 2 ~ 1 Eq ca at 47.
Prob 48.5

And if a bond is voluntary a good grant
imposed upon it will be voluntary -
so as to any other writing or agreement
See 104025 & 104026

As to the rule of evidence this restriction
is to be observed -

If a deed is rendered by unperfected
is claimed by the auditor to be the gift
must show that it was obtained upon

1
Fraudulent Conveyance
The rule seems to be same as the auditors under
the 1st of Elizabeth

30

Sugden 37 "May 192"
Hobbs 497

These cases are said to come under the review
of the 13th Edw - I add page 32 note

Our Statute has no provision ⁸ it has been
held that creditors is a bone fide

Conveyance. *Horton vs Collett* 6 D & W 418
Trid on vs Jackson 11 L J 114

Good thinks the former wrong. *Sugden*
thinks different. *Hobbs up down* Com 12 89

Under the Statute of 24th a voluntary con
veyance it ~~appears~~ ~~is~~ ~~an~~ ~~entire~~
absolute it ~~has~~ ~~and~~ ~~is~~ ~~not~~ ~~affected~~ ~~the~~
conveyance -

If a con is made to one for a valuable con
and he conveys ~~voluntarily~~ ^{voluntarily} to another
the latter holds against ^{another} a ~~voluntary~~ ^{voluntary} con
bone fide purchaser of *Edw Stiles* *Thos Grant*
Hobbs 497 8th

In moving settlements or construction
consideration in part sets has been held
good as a bone fide purchaser under

31
the original grantor -

1 Decree 1841 P. 275
3991" Conf 915" Vol 503-16

A party trusting to regular and consistent
evidence of the title without notice of fraud
shall have his claims supported -

Contra - A conveyance originally can never
become fraudulent by matter ex post facto
applicable to all the analogies ^{of law} - Case of Bessey - Per cent by bond - a subsequent
promise ~~and~~ for more does not make it
fraudulent - Geo. L. Ames, D. D. 2 Bulst.
225" Ship Lark 65"

A fraudulent conveyance can never
be ^{ratified} ~~legitimated~~ in favor of the fraudulent
party by length of time or possession
nor can his possession be entitled him
to the benefit of the statute of limitation -

never since by Buch & Cathine - 1810
Cal 1000 & Vol 622 Prob 5, 21
Donat in civil law

32
Fraudulent Conveyance
Now that we to be construed liberally for
the purpose of suppressing the fraud.

As for as regards to the construction of the
action, ^{conveyance} it will - they must be construed libe-
rally - but so far as they act upon
the penalty against the grantor or
parties they must be construed strictly.

BC 88 "Reports 2152"
BC 82 "Bond 57" 78 / 10th

131
After if a tenant in fee commits a for-
feiture for the purpose of permitting
the reversioner to enter and take upon
his estate for life ^{to deprive the reversioner} the
tenant for life may enter and defeat the
conveyance - 1 Inst 254

Note to page 30 - It has been decided by the
Supreme Court of Errors & Judges vs B
that a conveyance to a bona fide purchaser
even by a fraudulent grantor is good
against a subsequent bona fide purchaser
of the original grantor - vide page 30.

Some certain Badges of Fraud under 27
were made in the absence of Grants
less that it was made in haste &

8 The Contractor retaining the steel
a very strong ladder

4 The Operators being duly ex-
cused

10 The insertion of a clause of reservation in favour of the Grantee is a strong ~~proof~~ - for this raises a secret trust -

These are the principles^a but not
the only - the marks of Jesus may
be numerous 1 Cor. 13: 1-3

1081 - Moon 038' post 5013
5854

All these latter kinds however
are in general important only
as they come in to prove a fact
between the parties -

In most cases prudent conveyance
is made to make a trust in

But he no mean universally
to throw a man over a hill

35th.

consideration of the benefit
intended to acquire indicators to be
of these the Grants remaining
in possession of an absolute
conveyance is one of the others.
It concedes to have a trust -

3rd 620th Quinn 286th

1st 225th 150th 14th 20th

10th 200 548 571

A possession in attained and accom
panied with acting ownership is the
stronger trust can in Colo 3rd 8th.
The reason the possession is not lost
is a badge of possession because it is
entirely the subject of the trust -

10th 192th 192 51st

5th 558 558

But though possession is always
a badge of possession it is not so great when
the thing conveyed is land as when
it consists of personal effects -
because it is the land is to be

Proculatent Conveyance
looked for in deeds but the evidence of owner-
ship of Chattels is in possession

But possession by the Grantor of
the title deeds is very strong evidence
of fraud - hence the retaining the deeds
is greater proof than keeping possession

Notes 555

In Grants remaining in possession
is ^{nothing} more than evidence which may
be easily rebutted - it never has
made an invariable fraudulent person
In the latter case the presumption
cannot be rebutted -

Notes 555

It was decided in England some time since
Hannover & Hardin - possession of goods
makes the sole fraudulent person -

20th 583 595 2nd 225

This rule is upon principle and authority
is quite questionable - no authority before
Irvine case -

37th Trans- Convey- bridges of France

This may fall under the title of Bankrupt
laws which enumerate particularly
of goods but it is not mentioned under
either of the statutes of 27 or 13 of Eliz.

Debtor left his goods

2 Th- 585 30 8 10

Conf 437 Bull 1025

Probs 50 B.

1 Will Polk mentions case -

571

2 Bos & Tint 82 contra

In Com the last decision was upon the
point of 2 Th- but after reading the
facts it is left in the hands of the
verdict is only prima facie evidence

The sale is not absolute the possession
is different but there is no presumption
of a trust.

Thus if it makes an agreement to sell
don't see how evidence does not contra-
dict the deed but is absolute conveyance
once the possession is inconsistent
beginning and still keep.

a Prob 225 2 Th 544

2 Bos 365 30 7 10

Irrevocable conveyance.

And the rule is the same whether the thing
is real or personal.

The rule is the same as to mortgages—
because there is not an absolute deed
nor is only a security for the money
lent—and the law does not construe
it as a ~~purchase~~ mortgage as a purchase
but only as keeping the same
title. Proba 255 Heb. 100?

(2) And if the mortgage remains
in possession of goods mortgaged
makes the conveyance void.

1 Aff 100 2 124 3-18
Dep di 500 124 2-20

When goods are sold subject to a lien
at the time is inconsistent with the want
of such immediate delivery is no
badge of fraud.

This is true in the statute as they may.

1 Aff 100 2 124 3-18
1 May 350 357 30 124 2-20
124 2-20

39th Finally cut Oronowamo - Judge of Peace
And now there is the gate is absolute and
it is becoming difficult the want of action
manual delivery is ~~not~~ no longer
a symbolic delivery is good -
of her with the warehouse may sufficient
which contained the goods. 1st 18th 1871. George Moore
9th 71

The Grants being in debt -
The Grants rescued under
this indemnity pending -
out is ~~for~~ the a large amount
the suit is in the low or country
1 Debit 295
1 Roll 52 1 Roll 45
Profit 5 8 3 5 5
8 Debit 15 12 Debit 2 9 by James Grant

Continuation
One makes a purchase for a valuable consid-
eration with notice that the Grants is indebted to a
bond does not affect the Purchaser.

Sub 18 71 1871

Under 18 Grant of one grants away to com-
mit indemnity is a repaid being and
then commits are not of any the grant
is void and a liability is arising

21
The charter may avoid a conveyance
and so on a the committee, but the
conveyance will be very strong, but
the conveyance was made to the
the heirs

3. 1811 34. Revised till 1824
3. 1812. Revised till 1824

Our Con. statute does not contain the
words forfeiture.

It is for as the law

In what manner, however, can it
be avoided by the charter.

The charter avoiding the conveyance
has a right to that the conveyance
is absolutely void.

As to creditors, the still insures with
grants. 1811 34. Revised till 1824

It was when to a writ of peremption & it had not
tenure - judgment was given against him
it having been determined that he conveyed
it to the heirs & so on the person who brought
the writ. 1811 34. Revised till 1824

A conveyance is considered in law as no conveyance
and so treated in the law.

41" from the parties can take and convey. If the
issue of the question is whether the person
was seized at the time and the found
that he conveyed the estate away to defraud
creditors - the issue will be found against
the defendant - that he was seized

Cook Eliz 238
566 Dyer 147 Ande
Robt 597 608

In a bill sold to creditors - the creditors
having obtained judgment levy upon
the property so conveyed by the bill - sale

Cook 810

And if one having made a fraud - con-
veys the property so conveyed as
assets in the hands of his administrator
as though there were no conveyance

Cook Eliz 810 2 Roll 143
Robt 542 3 595

In Can the property of a deceased person
is never taken by an execution - the
property is sold by the executor or administrator
under a writ of probate -
An Arg if one dies after having conveyed

212

of his real property simple contract debts
creditors cannot avoid the conveyance -
but bond creditors may - for a simple
contract debt binds only the personal
assets - but if the personal contract
creditor had got judgment then he
might avoid the conveyance -
for the creditor cannot take advantage
of the death of the debtor as before he had no
right to the real property 2 B 6243 3983 B C 413th

See on will 43rd See in ch 521st

Sup. Linc 166

Hence in an action as the heir for fraud
upon the obligation of his ancestors
proffes fraudulent conveyance supports the
averment.

5 C 63rd 10th 20th Croh. dis 238

143 A fraud - convey - of goods is treated as
nullity, so that a fraud - purchaser taking posses-
sion after the death is a bona fide purchaser
in some cases Croh 6291 Domes 2nd 4th 587th
Yell 14th 2 Leon 223
with this distinction

If the fraud - purchaser after the death
binds by the conveyance still he may be

Proba 240 Proba 245.5" 623 681

A debtor makes a con. and dies - having delivered ^{good} ~~the~~
in his life time - what shall the creditors do he cannot
sue the vendee - in any case the creditors this way
must then we must us out to a court of equity.
If an heir makes a con. to avoid the creditors
of the deceased - this con is bad under
§ 13 of Elia - though this was not his debt
originally

2 Leon 11 500 Bond 241

Proba 241

The rule is the same as to creditors or assignees
trust - if they convey to a person

Good Title or Proba 241
604"

In such cases a Court of Eq will pursue
the property specifically and treat the
vendee as trustee to the Creditors

2 Leon 604"

But neither at law nor in equity the goods be
passed into the hands of a bona fide
purchaser even though the vendor intended
to defraud - 1 At 213 2 P 121

451. Fraudulent Conveyance 9 Dec 80

Now for fraud conveyance binding upon the parties
1. Binding upon the grantor his representatives
and those who claim as volunteers under
him such as legatees & creditors.

And only as to those whose rights were injured
by the conveyance.

2 Jones 290th 9 Nov 80th
Robts 12th 18th 9th 64th 1st 83rd

Now same rule in ~~eq~~ ⁱⁿ law this is to
9 Nov 80th

binds those of conveyances executed for
creditors can be not enforced in equity
if they be fraud & voluntary.

1 Person Con 64th 2nd 8th
1 Perry 34th 1st 8th 80th
Robts 8th 8th

Now ^{the} 1st rule ^{has} been determined where an
administration after the death appointed
sells the assets finding and action to repeat
his administration is good because
that statute laid in 6 Cr 8th Robts 8th 8th
reg to ~~conveyance~~ legal administration.

And when the Grantor by some collateral act
 attempts to ~~cancel~~ defeat a voluntary con-
 veyance sometimes interferes with him

1 Eq 108 Prob 248^o 534.5

No one can defeat his own ^{own} by his last
 will by the effect of the first rule - and
 even if he leaves money to pay debts

then 100^o 132^o 204^o
 100^o 225^o

And when a man made a volun- settlement
 upon his wife during coverture and post
 cancels the deed - And the deed was good

On a ch 235^o

Any equitable interest remaining in the Gran-
 tor may pass by a voluntary by a
 subsequent voluntary conveyance
 to a third person -

eg - a fraudulent mortgage - the ~~man~~
 eq of redemption will pass to a grantee

Prob 373^o 534.5

A volun- bond is good in Eq if it does

247 Fraudulent Conveyance
not enter for with the claims of bond
holders of the ^{same} same certains

3rd Page 1 body 514

An agreement in consequence of arrangement
itself or natural affection will be held
for favour of only wife and children
not in favour of bastard children.

Finis

2nd 512 2nd 514

by James Smith Esq.

Lith. H. L. 28. 512

20/20/20

March 3rd 1814
Citations for Inquiries done to things
real by James Gould Esq

Inquiries which may be done to things
real

Respond 2. Quarter 3. Midway, 1814

5. Whitaker and his wife

These roads to the north and south are here
described of, since the toll is the same
or unknown to our law and and that is
full more property under the head of the
Customs to the road - the law

General nature of the road

It is necessary any entering in another
land without the full authority and
doing some injury or damage to the
B. P. O. R. G.

Every unreasonable entry in another land
is a trespass and trespass is the
is called breaking the close and so is
every always implies some damage
to the point or ^{or injury} damage
inception or some damage

When the other is not authorized to

2. *Trochus* *ochropus* *mel-*
the *disto* *parum* with *lucan* *non* *am*
disto *parum* -

3. 2. 14. 2. 14. 2. 14. 2. 14.

2. 14. 2. 14. 2. 14.

But the entry must be *non* *warrior* *sol-*
In some cases the law gives liberty to
enter on *land* - and in such case
the entry is not *in* *pro* *pro*

cy of *the* *entry* may *be* *upon* *the* *land*.
to *be* *by* *the* *law* -

8. 6. 1. 1. 1. 1. 1. 1. 1. 1.

2. 14. 2. 14. 2. 14. 2. 14.

If one leases land to another and the
free *entry* *upon* *the* *land* - the lessor
may *enter* *and* *take* *them* *away* *with*
wages *on* *the* *land* *without* *commit* *to* *the* *law*

10. 6. 1. 1. 1. 1. 1. 1. 1. 1.

2. 14. 2. 14. 2. 14. 2. 14.

So also one may enter upon the
land of another to hunt *various*
beast - this is allowed, but the lessor
may not dig and *take* *them* *away*
or *take* *them* *out* *of* *the* *land* - for the law
will not allow of any *great* *entry*

Centra *Consignation* *et* *2. 14. 2. 14. 2. 14. 2. 14.*
2. 14. 2. 14. 2. 14. 2. 14. 2. 14.

2. 14. 2. 14. 2. 14. 2. 14. 2. 14.

Trespass - what is Trespass
neglect - trespass is always a tortious
act - or misfeasance -

No act which is not itself a trespass
can make one a Trespasser by relation

Thus if a traveller omits to pay his bill
this is a mere omission and does not make
him trespasser ab initio

16147 Explan^{to}

BB6213

So in case of the distress, if the party refuses
to deliver it back upon tender of amount.
This does not make trespass by relation
only trespass on 1st Case

5 Bar 164

But the law rule of non feadam. on exception -

A Sheriff on mesne process omits
the return on ^{writ of execution} ~~process~~ for is said to
be a trespasser by relation - not an

exception says I could - though the
proposition is correct -

He is a Trespasser because he cannot
give his writ in justification since
it is not returned

3 Trespass-

And here I do not appear that it was lawfully
avoided - only the bare naked fact appears that he
did not return -

July 409 1895 500

La. 100 30 40 60 80

100 100 60 20

Neither that when an additional act is necessary
to justify the original, the necessity
of the additional, leaves the first unjustified.

But when one enters upon another's land
by the ^{owner's} permission, the subsequent
act ^{of the owner} cannot make the entrance
trespass - so far as the owner is
concerned he is entitled to consider

As I gave a man liberty to cross my
land and in crossing he cut down
a tree - he may only be said to cut down
down the tree but not made him
trespass by cutting.

100 100 30 80 90 50 100

Laid down in books that the act creating
the nuisance must be voluntary and if
A is the negligent possessor the act will

not under the person a trespasser

5 Dec 1855 Title 55 Section 383-

This is grossly incorrect the general rule
is right the reverse of this prohibition,
and the law has been so settled ^{for} ages
viz that the act need not be voluntary.
The former rule arises from a false ex-
ception - where the act is not committed
by committee to the Deft himself but
by some person who is so far from the
Deft is responsible - this is the only way,
in which the rule holds.

no authority for this { 4 Dec 2092 Report 185-
- general rule { Latch 13- 100, 119

This is not true in cases where the Deft
commits the act complained of for the
law never runs with intention
or an intent at any age is a trespasser
yet when he is 3 and he is incapable
of such intention or intent of the years
old created a man age - he was trespasser -
Mr Jacot or Martin is trespasser but they
neither are capable of volition - no the law
goes no farther than to inquire whether

MR. can maintain this action—
And action per Breach in ones House is called
quare Clausum domum - for breaking ones door. A
quare Clausum Figit—

3.662.09 $0^{\circ} 12' 88''$ S Constant
No. can maintain this attitude

No person except him who has the possession at the time the injury is done can maintain it. 3 Lev 200 2 but it 26 B before 1844

Because there is an injury due
to another session - if you injury
is done to a person who has not yet
session cannot bring this action

Ans said, to maintain the action - P^r must
have been in lawful possession and that
 no outsider can maintain this action -
 not true as a general rule -

rule -
5' on 100 2' down 1/4'
down 18 1/2' stone 5' on 100
2' Smith 100'

But a general proposition is true. The former is true only as between the discoverer and discoveree or opponent to the wrong idea and the truth.

A knowable possession not entitle
to an action against wrong doer
month ended in Aug 1851 - 6 Dec in Dec 51 - 3
3 Dec 1851 - 10 Dec 51 - 21 Dec 51 (23)

10 Who can maintain the action -

4. Since it follows the person who has the land
cannot maintain the action for any injury
done while it was under ~~any~~ ^{unlawful} ~~possession~~
~~possession~~ 2 Roll ab 554 1 Bae 100 d. i. c. 10
Com ai tunc 63

And an heir cannot at all ~~can~~ maintain
the action unless he has acquired ~~for~~ the
actual possession by entry by the title

2 Roll 553
Comcyn telt tunc 63
Exp ai d. 10

As to the former rule the owner cannot maintain
the action while it is even in ~~an~~ ^{unlawful}
possession but after he has acquired the possession
he may ~~be~~ ^{bring} the action

A person despoised of land cannot maintain an action
until he gains possession -

2 Roll 550-553 Com ai tunc 63
5 Bae 106 Exp ai d. 10

Com exception -

After the estate of the party despoised is recovered
he may maintain an action while the property
is ~~in possession~~ in possession of another

2 Roll 553 Comcyn tunc 63

After the despoised has entered he may maintain
an action to the Dissover for injury between

the pass who may maintain the action? 11
the time of dissolution and recovery - this is
fiction of law - and having once gained
possession in the dissolution is always
summed to have been in possession not can
the Dissisor give evidence to the contrary.

11 Coke 51 Hobbs 81
2 Roll 554 2 Inst 82

And run the action is and with ^{con}tinuendo.

See 3^d 312 March 3^d Inst 107 A Comyns 112

By James Gould Esq.

Litchfield

It may be look
a man to be the same - as in Harriet Mitchell by
Madison Sheldon - Lavenport - H. F. Madsen
& M. Edmoy - & White Edmoy of Biren.
& Miss Dennis - J

The dissisor even after entry cannot maintain
an action against a stranger who trespasses
against the Dissisor in the case of

Dissore gains nothing from the action

5 Bar 188 11 Qs 148 1st Inst 150

Formu 98 B 54 1 Roll up 1st

Conell on Mortgages 73-4th

Contra Croh Elv 110 Moor 110 sum as 12 Roll
554 574 Comyns 112-62

Thus if the Dissisor goes into possession
and recovers to another - the Dissisor cannot

Who may maintain the action
 So also an owner of the land during
 the possession may maintain the action
 for injuries before the dissection - or
 at this time he was in possession and
 it is not necessary that one should
 be in possession when he brings the
 action but when he has injured his donee

5 Bar 158 2 Roll 558

Not only the owner of the freehold but
 a lessee for years or tenant at will
 or even a mortgagee may maintain
 this action against a trespasser

2 Germ 61-2 2 Roll 551

5 Bar 157 1 East 244

And a tenant of the freehold in possession
 may maintain an action of the reversioner
 or remainder man - for for the time being
 the land belongs to him -

A tenant at will or at sufferance can
 not maintain the action as the landlord
 any more than a dissection - because
 whenever the landlord enters he destroys
 the estate and the tenant at will has no
 longer any right 2 B & 150 Annot 57 2 Roll
 1386

14 Who may maintain the lease?
Per Curiam per utrumq[ue] 5. Decur 25. 2

cannot maintain the lease to 3. Decur
But though the tenant at ~~the~~ will - yet
if the landlord trespasses vs the imple-
ments he is trespasser though not
by quare clausum recte. In the tenant
it will be a positive interest in the
implements and he may replevy them
no authority to this point but seems
so by analogy - as a person who
owns the luggage stand may maintain
an action of trespass for injuries done to
it - 2 B 614. 6

As to luggage merely Com. tunc l. 1. Cook v. Ellis 12 B

per said in some books a tenant at will cannot
bring this action
or anyone who enters by colour of right
by this is generally meant who enters by
pretence of right - but the rule must
mean by in who has the true right.

1 Sid 347. 5. Decur 10. 4

A lessor at will may maintain this action
vs the stranger if the intrusion injures
the land itself. In the possession of the
lessee is that of the lessor -
Com. tunc l. 2. 2 Roll 550.

Who may maintain the action?
And if a lessor for years reserves any
part he may maintain an action if the
tenant claims he is an owner and
who injure the reserved part. i.e. if a lessor
reserves. he may bring this action for injury
to the reserved part. 5th Bar 182nd 10th

1830 1831 1832 1833 by James & Co. v. Co. & Co.

The lessor will commit no voluntary waste
if the lessor may have the action & then -
It must be voluntary for purposes of waste
supposed no voluntary act done -
because the waste is committed & decision
the estate 1834 1835 1836 1837 1838 1839 1840
1841 1842 1843 1844 1845 1846 1847 1848 1849 1850

A person entitled to the return or habitation
may have this action done to him but
he must be in possession at the time
of the injury 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860
1861 1862 1863 1864 1865 1866 1867 1868 1869 1870
1871 1872 1873 1874 1875 1876 1877 1878 1879 1880

But it is not necessary that the tenant in any
case should be in possession at the
time the action is brought. ^{but} if at the
time the injury was done
1881 1882 1883 1884 1885 1886 1887 1888 1889 1890
1891 1892 1893 1894 1895 1896 1897 1898 1899 1900

Who may maintain this action
Corneybuss 62

The owner of the soil of the highway ^{may} ~~may~~
have this action for injury done to
the soil - by laying the load across
a man's lot only is an encroachment ⁱⁿ the soil
remains in the person who owned the
land before time if there is a nuisance
it is ^{his} or trees on it they are his

Thayer 1004 - Mar 143 3 Dec 54
Esp. de 428"

A land in the possession of A is sold ^{to} B
with agreement that B shall ^{have} half
of the crop - B cannot join in the action
of trespass before the crops are severed
because the close is not in his possession
but he may join in trespass for injury done
to the crop -

By Bullen - The party sowing may main-
tain this action *quasi etiam cum fructu*
for injury done to the crop before severance
and the owner cannot join - so the owner
receives full value or rent or half by
all means -

Who may maintain res per quæ clamor legit?"
Whether the party agrees to pay money or
part of the crop this the Court but in the
former case the owner or lessee may main-
tain an action of quare clamor legit

At first laid down Book Eld 143-2 Bull 588
5 Bull 108
In latter will Bull V. 85 - Exp di 21022 Smith
77

If a trespass is committed upon the land
of a married woman, husband & wife
join in the action - because this action
survives to her Book Eld 10-73
Exp di 4184

Joint tenants - tenants in common &
coparceners must all join in their
respective actions

Tenants in common cannot join in one
action

Little 315 1 Inst 198 2 B. C. 114

Wheeler B. 387 Exp di 4184

If a commission of bankruptcy is issued
against one who was not a defendant
the assignees take his lands - the bankrupt

18 For what injuries the action will lie
So called may maintain this action as the Assign
is - for the commission is void

3 Wils 383 Rep vi 398

For what injuries the action will lie
and what not?

Every person is not only liable for
his own trespasses but, for his cattle
trespassed -

If his cattle by negligent keeping on
a portion of his own land enter on the land
of another and the action lies.

3 B & C 211 5 Bar 179

However if A's cattle enter on B's land
throughout B's neglect or fault B
cannot maintain the action -

2 Roll 565 5 Bar 181

But in this case the party may either
distrain the cattle or bring a trespass
action upon the owner's part

3 B & C 215 5 Bar 179

Rep vi 388-7

See n^o 48 injured the action can be brought 1/4
But the person injured cannot bring
both of these actions if he takes
one he waives his right to the other

Sath 228 1/2 Max 503

Exp di 387

Now this action lies vs him who is called in
the Register.

Some suppose that the action may
be brought vs the agistor only but the
better opinion is that it may be brought
vs either the owner or agistor

2 Roll 545 5 Bac 188

If the tree growing upon A's land falls
upon B's land and he enters upon
B's land to take it away it is not a trespass
for the tree was A's - he has done
nothing to diverting himself of it
it happens by the act of God - but he
no more shall suffer by the act of God
But if A in cutting a tree lets it
fall upon the land B - when by
proper caution he might have
prevented ~~him~~ it so falling he can

For what injuries,

It is bound to repair a bridge
which he cannot repair without
going upon Island - He may go upon
the land 5 Dec 1796

A sells his own horse to B - B may
attempt to take return -

2 Roll 587 5 Band 480

Once told in if one goes upon the
bank of a river to tow a boat he was
not the passer but now sit like that
a person navigating a navigable
river may only make use of the river and
not use the land adjoining

La Hay 7250 Moa 103 1 Bur 2 1/2

But by Prescription may be gained by the weight
of the scales on the banks
The public back now is impassible

But by Description may be gained by to weight
of pressing on the banks
But of a public bag, now is impossible
you may enter upon the adjoining
land - for this is universal conviction
in the other case in the former case it
benefitted only an individual
20725 boulev 110th Nov 28th

La 725 bouy 216"2 Hon 28"

3 Feb 2032 Box 3 Leaf 100.

22 ~~For~~ what purpose may this pass be maintained
this rule does not hold as to a private
way - for here the public is not inter-
ested - only one or two as the case may
be is benefited and because he

Barq 716 Failler & Kistler
216 & 36 wrong - Am di chimind

A person cannot maintain the action for
an interest in grass growing on a common
because the right of this town is an incor-
poreal right - and all the right he has
is merely to feed the land -

2 Roll 552 5 Bar 108 2 Bl 33

In entering another house although the door
is open without permission is surely
trespass upon a clause in the deed

Plan 71.2 Roll 555
5 Bar 182

But if one man has wrongfully ^{taken} entered another's
house & goods, the owner has a right to enter
to take them, if the door is open but this right
he must resort to the common law -

Croft 2 Bar 24 10 2 Roll up 58

For what injuries this is

As one person may enter another house to prevent
being a breach of the peace - 5 Bore 182^a

As a man may lawfully enter the house (the
door being open) to the purpose of demanding
money or having money - but if the door is shut
he may not enter for civil purposes -

Comp di 380^r 2 to 212^r

An officer having a legal process may in all
cases (the door being open) ^{enter} to execute it, but
in criminal prosecution after demanding
admittance and being refused may break
it down -

He cannot break open the door to get the
persons body or goods upon civil process -

5 Bore 11^a 212^a 213^a 214^a

Comp 1^a 212^a 213^a 214^a

In the purpose of avoiding civil process
each mans house is called his castle
and he may shut in his and defy all civil process -
this originates in the feudal times - when
each mans castle protected him

This mans castle is considered to be the
house it extends only to the outer door -

If the officer can enter the ^{outer} door he may break
the inner door

Comp 212^a 213^a 214^a 215^a 216^a 217^a 218^a 219^a 220^a 221^a 222^a 223^a 224^a 225^a 226^a 227^a 228^a 229^a 230^a 231^a 232^a 233^a 234^a 235^a 236^a 237^a 238^a 239^a 240^a 241^a 242^a 243^a 244^a 245^a 246^a 247^a 248^a 249^a 250^a 251^a 252^a 253^a 254^a 255^a 256^a 257^a 258^a 259^a 260^a 261^a 262^a 263^a 264^a 265^a 266^a 267^a 268^a 269^a 270^a 271^a 272^a 273^a 274^a 275^a 276^a 277^a 278^a 279^a 280^a 281^a 282^a 283^a 284^a 285^a 286^a 287^a 288^a 289^a 290^a 291^a 292^a 293^a 294^a 295^a 296^a 297^a 298^a 299^a 300^a

24th

His protection of the castle extends only in favour
of the owner, his family, and his goods but will
not extend to another person or another goods
Nor does this hold vs the writ of ejectment
even in favor of owner, & this must be ascertained
served without entering the house and implies
a necessity to break open if admittance is refused.

5 G O 2 Bac 179th Bac 183rd

That an officer is justified in breaking a house to execute
a legal search warrant.

Search warrants are granted to persons who give
in stolen and secret in some house where the
suspects they are there and get the warrant to
search and find this 1 Hale Pleas of Crown 150 2 Will 25

Espr vi 396

All general search warrants are void and furnish
no justification - Search warrants are to be used

very carefully

Espr vi 398 2 Will 25 241st

1 Ven 31st Cartm 409th Luthe 18

General search warrants ^{are void} on account of their
extreme liability to abuse - good search warrants should
have them 3 requisites -

1 The party applying must make oath to the facts upon
which his action is grounded

2 Must make oath ^{that the facts} are contained in a particular
return -

VS whom this action will lie
3rd The search Warrant must be issued in any
time and by a known officer -

4th There will be presence of the informer -

A search warrant wanting any of these
requisites is bad - and makes the informer
a trespasser -

1 Hale 160 Esp. at 399

And though all the proceedings are observed, the
party who obtained it is only justly liable in
the event of the search - the magistrate in
office is not in fault only the informer is
in fault -

Search warrants are seldom used on account of the
hazard to the informer.

2 Will. 241 Esp. at 399

There are three reasons why they are so rare in England -

1st Whom this action will lie and vs whom
it will not lie -

Does not lie in favour of lessor for years
no lessor for cutting and carrying away
timber -

4 Co. 82 till Kent 45 & 11 Mod 83
Esp. at 409

20 If whom this action may be maintained
in less or may however bring a writ of waste
he cannot bring the writ of quare clausum
pignit because he has not the possession.

But if after the lessee has cut timber and lets
it remain any time he, ^{the lessee} may bring the action
of trespass - ~~for it is real estate when~~
donal chattels but if it was all done in con-
tinuity the act of carrying away and cutting
would make only a trespass of waste.

24 C. 12th E. 1. de 400th

But if a lessee lands to be excepting the trees & con-
vey them to the cutting down the trees, & become
the possessor & quare clausum pignit -

Resp. 240th / Inst. 57. 4

A lessee at will may maintain an action as
his tenant at will for cutting trees & for his
commitments when he has the estate his
estate at will -

1. Inst. 808. Collection. sec. 17. Inst. 57. 4

5 C. 13th E. 1. de 400th

But an action would not lie ~~if~~ ^{if} proven
as a tenant at will a tenant at will can refer
the entire the act of trespass does not put him
out of possession - and he

24 E. 1. de 400 2 B. 157th

And if a son a lease for years the trees are injured
by the cattle of the lessee because the lessee

27
To inform the action
has a right to keep his breast upon the lance and I say
enough for the trees no matter since the lance
has a right to the lance

La Roy 739 Exp 400

This action will lie as a laniation-idiot-and infant
of any age because the law does not regard the
intention it only enquires whether the act was
done and whether the Plaintiff has an injury
and loss. 5 Bar 184. Hob 184. Loke 13

110

An idiot infant-lunatic & is not guilty
criminaliter only civiliter

No man is liable to be punished ^{criminaliter} unless he will
accompany that-

Every person concerned in the inquiry can
subject to this action - ~~the~~ Law of the poor
admits of no accessory - all the possessors are
made as principals - thus all abettors and
purvis to the act are treated as principals

1 Lev 134 b d B Q 30 5th Hale 518

5 Bar 185

If a agrees to ~~with the poor~~ he is liable though he
did not abet ~~as~~ as principal

If B servant brings property to A's servant family
and to use it - he becomes a principal in the
eye of the law -

5 Bar 185

All trespasses committed by two or more is joint
to severally and hence the action may be
as any of them all of them or any one of them

28 To whom this action may be so joined S
6 Tr 244^b

And the party injured may sue each of them in a
separate action for the act of one or the act of all
Bacon says if the action is brought as one
it cannot be brought as the others and if
the prudence of one may be pleaded as to the
other.

This is not law - the party may bring
as many actions as there are parties.

Change 1205 Bou 142^a

5 Bou 125

Yet the Plaintiff can have but one satis-
faction - but he may sue all separately
that is he cannot recover judgment but
as one - for a former recovery vs one
is a bar to an action vs the others

2 Bou 114 Cuthbort & Abbott

Top of 415^a 2 Bou 330^a

As said by Bacon that an acquittal
of one of the parties is pleadable in bar
in favour of the other two parties -

This is not law - for though it may not
be convicted for want of proof yet it may
nevertheless be convicted + 5 Bou 185^a

Pleadings in the action 29
If the person who grants the pasture or damage
disturbs the grantee he is trespasser

As to this action will lie in favor of a lease for life
or years or his lease for injuries in
the contract with the land - 1 Hen 5 139

And if A cattle pass through B's farm and
through by neglect and then they pass
through the defect of B's farm on to C's land
C may have an action vs A for his injury
because by law the farmer is such cattle
as his neighbor's keep - but in this
case A can bring an action on the case
vs B -

Lincoln 107 Tuckman 370

Pleadings of this action

When the trespass consists in the abuse
of an authority given by law the
it is necessary to state the abuse gen-
erally And if the Def justifies the original
act the particular injury must come
out in an action of novel disseisin
or replevin

50 Pleadings in trespass

Es. 405 22 Buller & Chas 85 3 5th 1912
17th 1914

And a Df may include in one action
several distinct trespasses - thus for
cutting trees - breaking down

for when there are several injuries which
require the same judgment they may be
joined - but he may treat them separately
but then should be as many counts as
there are actions Salh. 19 11th 1912

10th 1912 10th 1914

And for the purpose of showing an aggra-
vation the Plaintiff may join wrongs
which by themselves he could maintain
no action - as thus entering his house
and beating his servants without stating
gross obviterum amicit - and upon
that he may give evidence as to all the
injuries alleged by way of aggrava-
tion

Frang 61 1st 225
Cook 1062 Salh 111 16th 12
2d 12 2d 12

There has been much contradiction whether
a pt may join with trespass or not.

an action for beating a servant when the injured is a slave - Gorton says the intention ^{is a} When the beating of the servant is the same transaction with the trespass or breaking the house & both may be joined -

Centre - After breaking one four
is one out and the beating the out another
they cannot be joined - for the latter
is an action on the case but in the
former case when the beating is accompanied
with the breaking - as all the trespass

In ray 1222 Lin. ref. 118
 Carthen 113' Stale 43' 252a
 2. p. midry

But if the pen good is not laid I cannot
recover for damages done to him for I do
not. & his secret for no man can recover
for a debt he does not claim - nor can I
give evidence as to this fact - this supposes
both acts done at the same time.

Salisbury 8 Feb 1838

The day laid in the declaration is not material
and proof may be adduced to show it was on
a different day

32 Pleading in trespass.

Said, if it appears upon the face of the declaration
that if one of the parties ^{is named} do not appear in it
the declaration is ill - not law

Holt 10th 1 Leon 24th

5 B & 11th

This rule is not founded in principle -
and not now considered as such -

For it is admitted that the Plaintiff has a right
no one or all - Since the absurdity of the rule
that the omission of ^{some} name which need not
be inserted should invalidate the declaration

1 Leon 291 6 4th 32nd 2d 25th

And always agreed that if one of the trespassers
declaration charges the injury to have been ^{committed}
by the Plaintiff & one other person unknown to the
Plt if this does not vitiate the declaration

1 Leon 24th

The usual practice is to take no notice of any
person or trespasser other than the defendant -
for the mention of it will do no good

The trespass must be alleged to have
been done with force & arms and against
the peace and this is not now
by verdict

2 B & 11th 1st 30th 32nd 33rd
5th 11th 12th 50th 51st 52nd

Pleadings in Torts

The reason of this rule was that if the wrong complained of was by trespass *vi et armis* the Defendant in conviction was liable to be fined by the King - therefore this rule led to necessity of stating the *vi et armis* in the declaration and some of the consequences ^{the} conclusion of the pleadings and so if the *vi et armis* is not in judgment would not be rendered to subject the party to a fine

~ Bar 507 5 Bar 197

By 10-17 the omission of ~~and~~ thus defects may be after verdict be amended - but even by the Stat the Dec is ill upon demurrer

Subh 630 Exp. at 4th

Then by 1 Wm. 4th - the capias and return is taken away so that the difference between the judgments is taken away - but the Stat requires the plaintiff to sign a misrecorde to the King and pay off which he recovers from the Defendant in the bill of costs

~ Bar 410 5 Bar 197

One Holden by de Hott that *vi et armis* and contra pacem need not be inserted but this is not true - for these words are still

Plumage in the feathers of Bluffs

single exception when the injury is
of such a delicate nature that enumeration of
particulars would be inadequate but is not
necessary. Id 225

in determining a trespass its necessary
to state the value of the thing -
if it is changed with reference
upon its ground and cut his trees without
mentioning the value the law will

2d by 2 Lev 243
Exp 104

3d Law 113 - Plam assistant 488 44

But not necessary to state in all cases
the quantity of the thing carried away
but generally the number trees cut
should be mentioned as in the taking
of personal property but as to the
quantity is sufficient to determine
the loss necessary to state the quantity
as in eating grass - as in the
cattle & the 4th Cock 135

But it is necessary to state the value in

The Doc is added by audit to show
the audit ascertain that no other con-
tribution on the 20th ending, it was
it

✓ June 2255 Exp. 404
Guth. Am. 130

At Pitt Bay, the freshess of the
 air has been committed to me. I do not
 mention any other - damage to the
 freshness of the air is not
 in the possession of the
 freshness is continued from day to
 day at Pitt Bay, and in the
 whole by a continuance, it is
 the fresh is continuance

Distensions the grass dries after day
 is a continuall thirstness -
 But an action may be had in every day
 Thirstless - $333212''$ at noon $24''$
July $638'$ $54''$ at noon $192''$

saying & action & Consensus is
 nothing more than stating the inquiry
 more than in the case

for the form will be sent in this year
to the 25th

Section When the acts of Congress are
 not continually they cannot be laid
 with a continuous sheet in which
 acts termination in themselves and can
 not be removed as if many enter
 upon B' land and Hills and OK today
 and Hills and the tomorrow these two
 or distinct and cannot be laid with
 a continuous - so of rolling trees

La Haye 289. " 975. *S. l.* 633.
B K C. 212. " *Lacynia* 312.

But in these cases though they cannot
be tried by continuance, yet they may be tried
in the declaration with a mention
declaring them to have been done on several
days & with several counts -
In May 823 2nd 1st 688 1/2

2a Bay 823 In H 638 7"
B.B. C 212" 4 1/2 in depth

But if several transactions are paid in
only one day paid in the debenture.
only 12 the first committed in last
day can be proved. The latter is
to say the first was committed
on various days between such and such time

(La. 110, 120 9th Feb 1839

Resp ad 408^a

Said to be two ways of dealing with
 Continuando 3^o Jan 12 1781 141^a
 Inkin 124^a

The distinction is not now attended to
 It is first said the continuando may
 be laid when the trespassers were
 committed on without intermission

But when the injuries were not with-
 out intermission a continuando per
 day to day must be laid.

When there has been an ouster of
 and a recenter the ouster and all
 acts done under the ouster may be
 laid with a continuando. ~~for~~ and if
 the nuisance is from a disrepair, he
 may after the recenter lay both
 ouster and injuries in one contin-
 uando

See 2^o In 124^a La Hay 113^a
 138^a

But he may also set both the ouster apart
 ally if he please. La Hay 117^a
 In Jones v. Woodcock 502^a

Readings on the part of the Defendant
 If these losses are laid with Continence.
 which cannot be laid with the Contin
and the Declaration is ill upon Demur
 or and is not cured by amendment.

2d 108th 210th

2d 108th

But if some of the trespasses are laid
 with Con. which may be so laid and
 others which cannot be laid by Con.
 if Declaration is good upon Demur
 and after verdict and damages will
 be assessed upon such as are well
laid

3d 108th 210th

2d 108th 210th

2d 108th

Readings on the part of the Defendant

The General issue ^{in this} as in all cases of tort
 is Not Guilty 2d 108th

A person indicted upon public prosecu-
 tion for trespass has confessed it and
 the same has been recorded - he is exempted
 from dangers in a civil action - but he
 is not guilty 2d 108th 210th

41 Pleadings on the part of the defendant.

As a general rule evidence cannot be given
in evidence ^{only} between the parties - but
this reconciles with this rule -

the truth is the rule & doctrine
when both the records are in civil
cases actions or both actions are civil.

A Com for a special justification
must be pleaded & specially. It
cannot be given in evidence and a
general issue - for by this he might
contradict his plea, & he denies that
he does the act - and now pretends to
justify them, but in law and morality
this may be given under the general
issue

And 282 Henry V.
Laing 732 & 287

But a Def when sued in his action
may give in evidence that he was
Clerk for years and defend upon
his interest in the land - but this
differs from the former case for he is not
in justification - for he contends his
right in the act complained of - 200 ab 100

Diagnosed me, but I left
also under the execution the Deft
may prove he was tenant in common
with the Plaintiff & the 4th

But if the Deft is a tenant in common with
a stranger he cannot gain this in evidence
under the execution

execution of the final process

A Sheriff sued under the ~~action~~ may
justify without pleading the judgment
if the action is brought to him by the
Party to the final process.

But if the action is brought to a stranger
or the Plaintiff in a former action he
must shew both the judgment and
execution both.

The advantage of showing the judgment
is that it may be erroneous.

The reason why the Sheriff need not show
the judgment is because he is not giving
both judgment - But the Plaintiff must
show because he is giving

Subd. 12. 3 Jan 20

So if an action is brought to a third person
he must plead judgment and execution

43 *Admon. by W. L. F. on the law*
by way of justification because he is vol-
unter a liar as the Sheriff is bound by
the writ -

but if an action is brought by a ^{third person} stranger
vs the Sheriff - the Sheriff must show
the judgment and execution both by
way of justification - for here the
Plaintiff is supposed not to know
the judgment not have the means
of knowing - 5 Bur 2031 25 Rep 101
See May 183^d

Can any person acting in aid ^{of the Sheriff} ^{may}
justify as the Sheriff may - but
this may be traversed - Salk 107 409

An award & satisfaction is a bar to this
action but an award without satisfaction
is not a bar 4 Cr 866 Thompson 37^d

See also place of Sheriff

Doctrina Placitandi now written in French & Latin
now translated

An award of arbitrators is also a good bar
Cook Eldr 18^d Exp vi 14th

28

Trespass - Pladings by the Defendants
Monday the 11th Decr 1791 by James G. Esq.
in answer to a writ of Habeas Corpus
that if a release is obtained by the
law and means the debt is not owing
that he was entitled to the release of the
release and by the action brought

John G. Esq. the 11th Decr

in answer to

This necessity of having a power to
warrant that there may be a release of a
warrant

The action is brought to a point
the release is taken to one in a token
to call for each one is not possible for
the whole and so if one is released the
whole is released -

Robert H. Esq. the 11th Decr
S. G. Esq. the 11th Decr
Addy Esq. the 11th Decr

But when an action is brought as this
to be over their pleas and one is
found guilty the whole may enter
a nolle prosequere in the
the other and still the one found guilty
is not released

455

Formerly, Little if the offered two persons
and entered a noble pursuit in one of them
before judgment - et reliquit the other, but this
is not law - Robt 70th C. h. James 2nd 11

Col 70th Co. h. Jones 214th
Exp on 4/5-10th Wainwright

Exp. no 415. 18th June 1891
207. 18th June 1891
10th 11th 12th 13th 14th 15th 16th 17th 18th 19th 20th 21th 22th 23th 24th 25th 26th 27th 28th 29th 30th 31st

And if Ch. D. has said one of the rights
and reason judgment this judgment
may be filed in law in any nation
brought forth the same reason as any
other like others, if two nations
are found no judgment is given
only when this judgment will be based
to Ch. D. then pending for no man shall
recover but one -

1846

Philog. Lib. 115^x

21 Some I wanted in case of revolution
 trespass the left may make a dis
 claimer and that the trustees was
 involuntary and that he has friends
 sufficient friends like nation boys
 and all the make a good place in
 for the over hundred miles of the
 state. the village in my own country
 1880 April 11th June 24th

Also a just record his confessions
and he must give bonds to defend
his title before the next county
court &c.

Act 68th

2 Sept 70th

Upon view of the ~~plaintiff's~~ ^{his} Deed
not from the title he must pay
the double damages for taking the same
away from the original owner of jurisdiction.

Act 68th 162

And the Deft having entered his plea
in the court where it was by his plea
before the justice of Peace.

2 Sept 8th

And it is determined that a judgment
on the plea is in favor to an action
of ejectment ⁱⁿ the case of successful
plaintiff.

2 Sept 8th 162

As a rule of Court that a bar in any
action is not a bar of action of a higher
nature.

2 Sept 8th

This rule was made after the case

The Indemn. ex. & Defor-

28

count on grounds of equity and merit
in the title here secured there and decided
and having found the matter in
favor of a bar to action being that
on the parties relating to the

B East 340

A verdict when given in accordance with
the Court's view is not conclusive
but if the pleadings specially require
it is

B East 340 200

As to Indemn.

The Indemn. must follow the issue
from no matter of fact or law given
to the merits of the case

2 B Rep 1133 1134 1135

is the defendant and his liability
and that he has no account here the

Under the plea of non est the Plaintiff
may give evidence to show a case which
will not support a single action different from
the present

1. Lia 225 2 Dec 44
2. 24 Dec

21/12/12

Sept. 24. 1842.
I then thought to write to the abolitionists in
order to prove them as said Wright.
He is not bound down to suicide

Sept. 18. 2 trees. 572
Dec. 11. 54

2 M 114

Sept 11/84
The new plantation is laid out with a con-
tinueance of the old road, and the
land is now to be sold.

Book 82. page 80

Page No. 418 45

Page no 458
This said when the ^{respects} ~~to~~ expressed - told
with her the same must have
accrued - this occasion I must
have been present, & he has been
accounted by her to the South
has seen her dismissed.

Sept 22 1885

Surf - - - - -

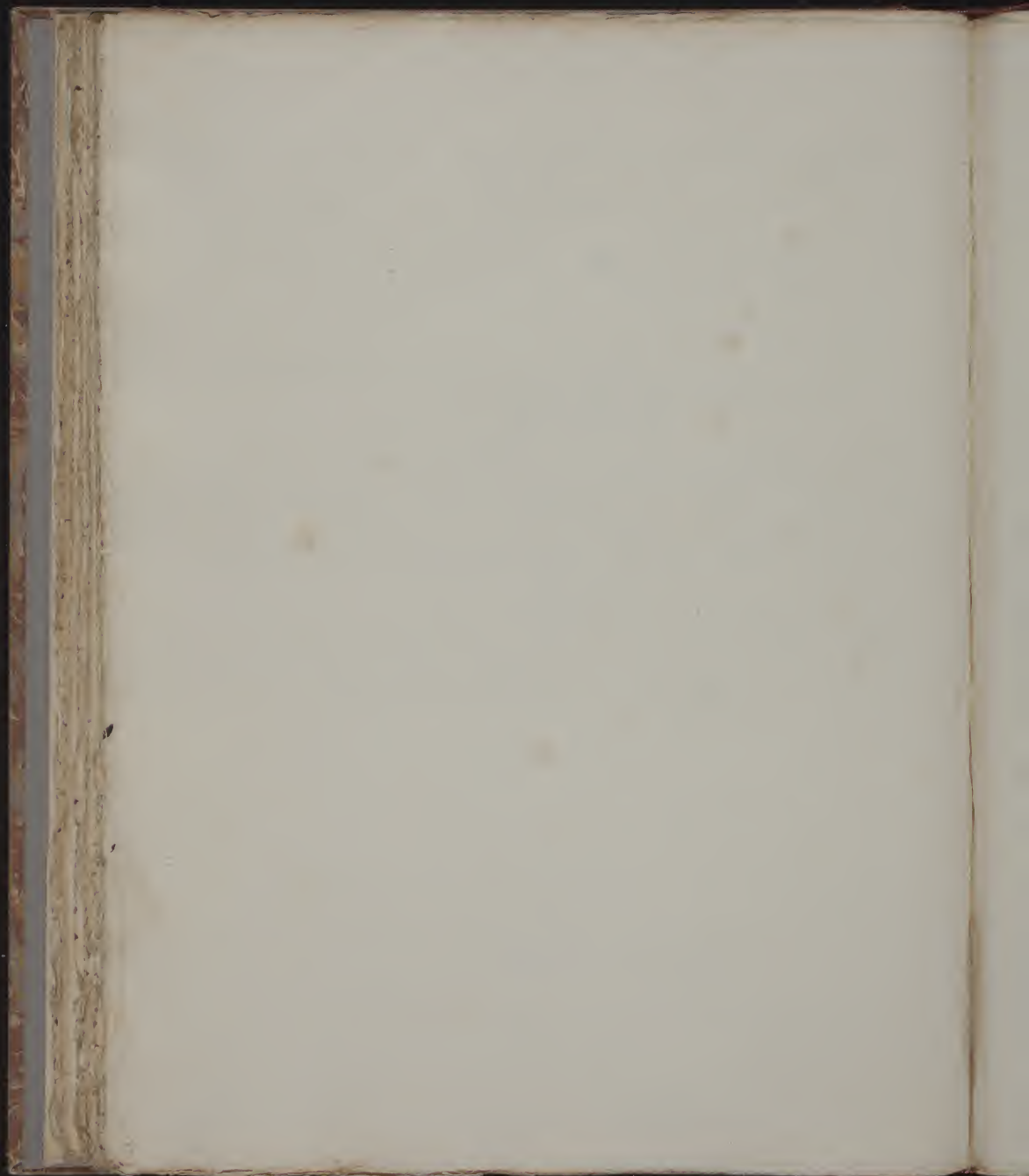
511

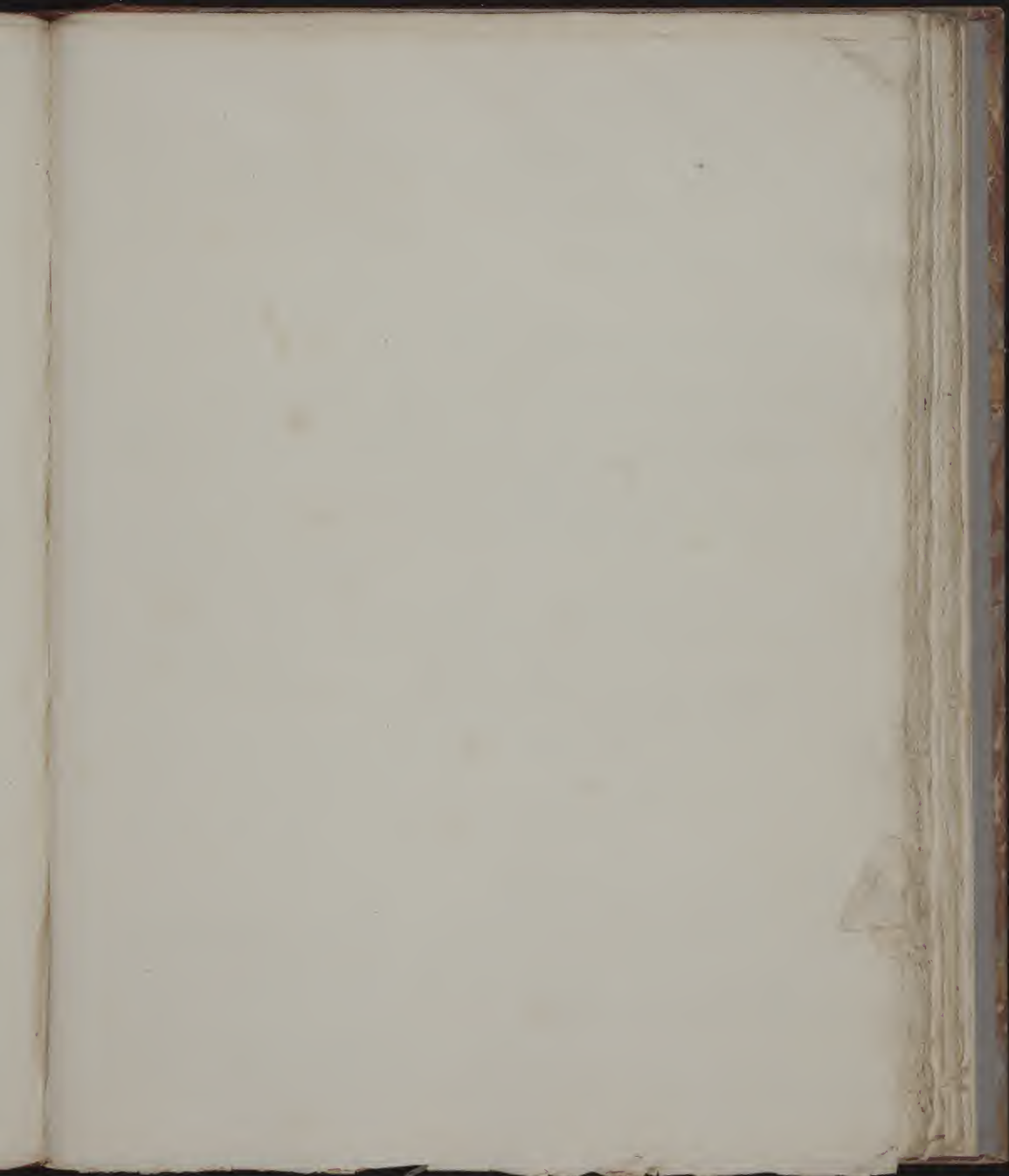
At the time of the first meeting of the
of the association, which was held by the
ger as in the case of the first meeting
of the church, he must have been
present & conversed.

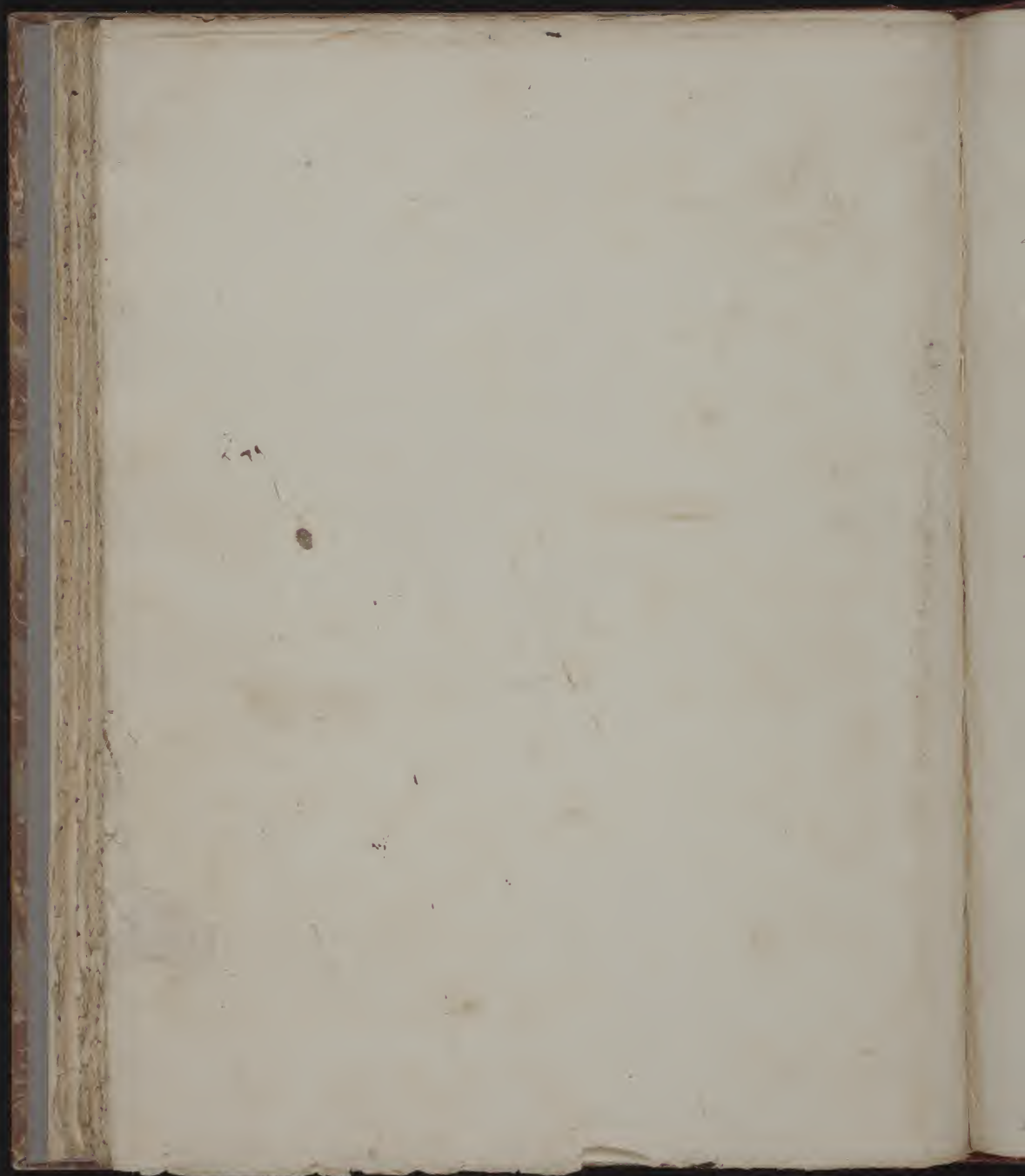
At the time of the second meeting (18)
2 B. H. 1870

A number of persons as to the names
of the church, but there was no record
made of the names of the church
at the time.

We have some names to be added to
the list of 1870







Enuction - General view of it ¹ Graft

On our statute enuction has become a
common mode of acquiring title to estates
on a real title may be acquired by auction.
General rules -

1 By the Statute the only enuctions are
for the sale of real estate & land & advertisements
upon which of them could be taken

B G 11872 Comerai title in the
1.2.3.4. B B G 2414 418

Circumstances

By this in the goods & chattels can
be taken - B B G 417 2 Bar caution c3

1 Inst 2 9080191

And it provides that the goods to be sold by
the sheriff and the money applied to the
satisfaction of the enuction

Comerai c2 Inst 14
B G 171 3 B G 2117

A chattel real as well as personal may be
taken upon a fi pus 2 Bar en c3 3 B G 217

2 Levies pus -

on this the sheriff may take the goods

²
and the profits of the same as growing em-
blements - but land itself cannot be taken

3 C. 11. b. 3 B. 6 217"
Blow 2142" Combl 2170th
Comby an en C3

Also cents are to be def may be taken and
those who owe them may be compelled to
pay them to the King

On these two questions the whole per-
sonal goods may be taken except
necessary wearing apparel

2 B. 1. en c. 41" 3 B. 12" Combl 350"

But when neither of these could be taken
they extended to the whole estate
and it seems there was no excuse & he
could not escape as the law except he
case against an heir for obligations of his
ancestor.

3 B. 6 218" 3 B. 13" 2 B. 1. en c. 41"

Combl an en

Non repanties could fixtures be taken such as
doors windows &c. &c. Combl an en c. 41" 3 B. 13"

3 Capias ad satisfaciendum in hoc sound as
the house of the defendant - this was allowed
~~only~~ at com law only in those cases in which
the injury complained of was committed with
force except in favour of the King

3 Godbald 1 Inst 282 p 20

2 Bulst 38 Com vi ex 6309

The reason why ~~it~~ this was not allowed in
ordinary cases was the extreme jealousy in
which the rights the person was held and
also the hindrance of performing habeas
corpus - every injury committed with force
was a breach of the peace - hence if a Writ
was obtained in actions sounding in
tort or even in any other besides trespass or if
arrest the body could not be arrested

2 Bulst 38 Com vi ex 6309

But by the statute of Macclesfield 25 Geo 2

this writ extended to actions not
sounding in force or between subjects and
subjects - but still there are some cases when
this rule not shown 3 Bulst 631 Inst 291

5688 Com vi ex 69

By Common Law there might have execution
as the lord of his debt or in account or

4 Execution
his prerogative

Croke J 450 3 C 114 14 Farm 157

Ploma & 114 of Croke 216 Corn end 82

That a subject cannot at any law levy upon the land

3 C 114 16 3 B 6 418 Ploma & 114 etc

Croke J 450

His last was in consequence of several instances
upon alienations - tenants could not alienate in
and so his estate.

But on a judgment recovered by the heir
for and obligations of the ancestor the heir
has a right to all the land which the ancestor
had descended from his ancestor

3 C 114 16 Corn end 82 Ploma & 114 etc

This was founded in the necessity of the case
for the heir is liable but the person is not
liable - but here the law could not be taken
it would only be to hold till the profits and costs
should be satisfaction for the ancestor

Ploma & 391

But non est in state de may issue in ordinary
cases thus by Mort & by de which takes
goods and chattels and a mortgage of the lands

2 B 6 107 3 B 6 418 2 Lint 3, 8

Enuction.

5th

Under this in the a roads are not sold but
applied and delivered to the tenant in
a valuation and the land is sold until its
profits & rents pay the enuction.

Comyns 2 B.C. 10 B. 344 350

By 13 Ed 1 de mercatoribus and by 27 Ed 3

all the lands ~~are~~ as well as the goods and
bodies ^{may not be taken} but not the ~~be~~ taken for the
land cannot be taken by any enuction in
England by statute or Common law.

10 B.C. 120 2 B.C. 100 2 B.C.

It is not known 131th

See an Enuction by James G. and J. G.
Monk 2^d

In case there is but one ^{enuction} ~~en~~ or any perso-
nal action and that covers up the land goods
and boves the the right - Since it differs
from the Common law - D. Smith 281

Under our law if goods are taken an enuction
they must be posted on the sign post and
sold at the time of 24 days after posting

Stat Con 281 B. 2

But the Sheriff has no right to seize goods
before a demand of money - if he does the
Sheriff is liable for so taking

The Officers must strictly pursue the
Statute since the Stat prescribes the
mode - they must be sold on the 21 day

L. O. 11th June

So neither can he take the body if there
sufficient personal property can be found
to satisfy the execution

If sufficient personal property can
be found real property cannot be taken
as in Eng or Am real property is more
valued than personal

Stat 282 & 283

10th June 1832

Matter of some doubt whether money
can be taken by the Sheriff in execution
some doubt in Eng - is nothing would
be so as but what could be sold - Am
it can be seized - as it may be in Eng
but then there is no need of selling the money

Emulsion

2 Thom 100th Long 211th 20th 21st 22nd 23rd 24th 25th 26th 27th 28th 29th 30th
2 Swift 282 Flowers contra 22, 8

^{for entry}
A sufficient personal is not intended
the ~~plf~~ may end a ~~our~~ ~~law~~ ~~may~~ ~~take~~
into ~~of~~ ~~the~~ land or body because the
real estate cannot be sold it must be
taken at an appraisal - Stat Con 282 and 80
2 Swift 332 2 do 282

One of the above without auction & sell
takes land when he might have taken
the body he becomes responsible to
plf. 1 Swift 333

Clear law is more liberal than the Eng
which enacts to ^{but} nothing ^{breaching} of
parol - under our ~~the~~ ^{the} necessary
moving ^{above} of the family - implements - ~~etc.~~
oil one cow - sheep not exceeding 10 and
1 swine - he who takes these is a tres-
passer what is necessary appraise
the court and jury must ^{make} ~~make~~ ^{decide}

4 *Just*

2 Swift 242

Mr. Muff has been taken in here at by a hang
out on an actors as him he was ^{to} send to
the prison as I

And so careful is our law of the person
of after arrest of the body and upon
commitment sufficient person
property. ^{is tendered} He must release the body—

And if as before says Surgey Smith the
Sheriff may take the Personal proof
only though the not tendered -

Curland took a gift 284
In theory ^{in respect} ~~a defect~~ our law, the Sheriff
has no protection to the house - he
must take or leave the property at
his peril 2 Hen 6 238 & 2 H 6 33 288

In giving the Sheriff of the Court the value
of the property may call a jury to ascertain
what price he can get for it and then

Injunction

10

Our courts have determined that where
there is no doubt about the property
the Sheriff ^{may} not attach.

2 Inst 283

If a creditor presents his debt to the
Sheriff which is not his debt or the
creditor is liable over to the Sheriff
for all his damages 2 Inst 282

If a Sheriff does not take sufficient
for the first time he may make a second
return for the same in and over

2 Inst 282

But if a Sheriff when he might have
taken sufficient ~~but~~ does not and
pays out no more he is liable
to the creditor for he should have taken
enough at first

So when he takes insufficient when
he might have taken the whole he is liable
unless he was so directed by the Court.
The whole is deemed sufficient for any one

11 - Easement

2d. Easement

If not sufficient personal property is
used the thing elects to take the land
the easement can be taken by the
easement - not so in England -
Under our Statute all free simple
may be taken - by our Statute makes
all the property liable to one's debt

Stat Con 282. P 1 Easement 32

But though our Statute mentions free
simple it has been extended by an
operation to all interest in lands
for tail - for years &c

2d. Easement 335, 2 Easement 335

The Easement of Redemption may be taken
in easement under our law though
this is not legal estate

1 Easement 33

An Easement or equitable easement is not
liable to execution - since the same

13 Auction-

This was done from matter of necessity -

Art Con 281

There was a case where the defendant
had made one of the appraisers by his own ap-
pointment and no demand was made
of the Officer - Two or three and more in the
off must have been appointed before I would
1 foot 2 did not then nor ^{appointed} -

For land taken must be appraised by 3 in-
different husbandmen in the town where
the land lies except when the town
is a party -

One appointed by each party the next
by them both - if they do not choose a 3
the next Justice must appoint him
or the third - if one of the parties do not
then the Justice appoint two - if each
refuse to appoint then the Justice
appoints three who must act in each

Art 282. 2 Sec 5 / Day 1st

There is an independent person

A tenant to one of the parties is not
disqualified - though he cannot act

Execution
as given under the same parties come
as one of the parties

104

2 roots id. brief 335

But an Uncle or nephew or one so near
by consanguinity or affinity cannot
be admitted -

May 109

A. C. A. - A fine wife gets an
execution and marries before she
may appoint an attorney without
consent from the husband.

2 roots questionable?

But an attorney not. ^{an} executor is
not good without the title and out-
rights of the give no legal title

brief 330

A. C. A. return by the officers that the
land was sworn by 3 men independent
freeholders and oath by a justice
Quon was held over

2 roots 330. would 3 roots

8

Native is necessary to make a good title
must appear on the return of the question
The next assessor does not mean
the nearest but one who lives in the
town where the land is -

Foot - 1st Mar 1835

Last requests - to title by location -

The Office must get the location record
in the town and then return it to the
Clerk of the Court from whom it was
taken - and this completes the title

1st 1835 - 3 1835

1st 1835

But it must be recorded in both else it
is not a good title

Foot 1st 5 1835

1st 1835

One holds that the record of the
Court and a certificate from the
town clerk that the location was recorded
was sufficient - recorded by Court and
not too many of the wrongs are recorded
Foot 1st 1835

19th
17th Execution

Swift 1334.5 Comyns taken c^d in Aug 18th
in Feb 30th

By our Stat^{an} of Actions brought vs
a person out of the State and recovers
judgment by default - the 21st
he takes out execution must give
bond to refund if the Def^t returns and
sets aside the judgment.

Now if bond is not taken - the
judgment is erroneous and may be
set aside -

Stat Con 33^d / Root 170th 31st

2 Swift 67th / Swift 650th

^{than take advantage of the}
But no person except the Def^t or his
^{representative} representatives and indeed this is a gen
eral rule - creditors cannot take ad
vantage of the mistake -
1 Root 170th

All execution must be returned within 60
days after date or at the term of the next
court ~~term~~ ^{session} between which and the
date of the en it is an 60 days or more

Execution - Return of
And it is returning

18

1 Geo 4th Stat Cap 282 & Supp 281

All executions issued by a single justice
of the Peace must be returned within 60 days

Stat Cap 283

The levy of an execution after the return day
is void and no till is acquired by it

3d day! 1 Geo 4th

An Eng of the Ex is satisfied the Ex need
not be returned if not satisfied it must
be returned 1 Geo 4th 318 Bar 1011

But though the return levy is begun
in the 1st it may be returned after
it, and will have relation back to the
beginning which was within 60 days.
The levy merely vests the till but does
not oust the Ex - 2 How 453 3 F & S 498

2 Bar 1011

Alias execution are granted by the Court
of course without any application to
the Court

19 Execution - returns

but if the ex is incarcerated after his arrest
a writ lying the Ex must apply for
to the court, in which case
here the Clerk cannot give ^{merely} return of
Execution -

e.g. if a writ upon goods executed by an end
afterwards applies to the Clerk for another return
the Clerk cannot grant this unless he is a
juror or a witness - 1 Root 453 2 Criff 281

And the rule is the same in the Ex's case
when the Ex is in custody -

thus if the Ex escapes or dies in
prison - his wife takes the Ex's
out another execution

Other points (but settled by Statute)
1) now that the death of a prisoner
satisfies the execution - not law now

Ameyns de Ex & h. acts
5 Coke 85, 7; 1660

Under our law no time limits within
which Ex must move for the writ
ment. but by Con law the general rule
is that ex cannot execute a return
any other judgment unless it

20
Due heirs, or the presumed estate, to
execution, not ~~being~~ bound to be that
time the law supposes the sales void -
in Boe ex' Cornyn or ex' id
in Plunder 3 d 15 Crook & 30 r.

An action real & this rule applies to
at Common Law but in personal action
a rule applies
is given by West

Cornyns Plunder 3 d 12
1 Ans Ex' id

As a rule of law in England and here, that
it can be proved out only by one who
is going to the defendant's aid & to

Com on c title Boe 3 d 57
Boe on c title Boe 3 d 57

An real action of the Boe & this
the may obtain judgment by common
law Boe & this action is personal & this
in Boe & this action is personal & this
in Boe & this action is personal & this

The Court will not Boe & this
in Boe & this action is personal & this
in Boe & this action is personal & this
in Boe & this action is personal & this

Cornyn Boe & this action is personal & this
in Boe & this action is personal & this

21. Invention of London execution machine

Ben ab tile nifla n

3. A 1/2 execution is made before
the Bill death it may be executed
by the Sheriff and I must take
care to pay to the representatives

Banc ca Salk 32^d

one is: *Corynorhinus f. placidus* 3d/

And if an Administrator warrants minor
estate of an Executor ~~claim~~ ^{and}
he arrives at age before execution
issues - the executor may have an
assault & battery ^{of} ^{this}

1 Nov 1884 2 Bacon

Contia against n. Lom ca may con

It is given 18 two and one of them
lies before long - the Blampitt may have
one against the conversion by him
Lucas - 2. In en g. 1 Dec 30th 1844
123rd May moon 20th

123^a Raymond 26^d

A judgment is had by one who dies
before or who has been ^{previously} dead
his heir - or may ^{not} be his, because I
do him

Execution of will may be made

22

2 Bar on 9.1" 1 Inst 290th Arch 180th

But if the heir is within age - the heir
must demand that is the proceedings
must stop until he arrives at full age.

180th 9.3 1 Inst 290th

Or the Plaintiff may have an ex parte heir
in the case upon discovery or execution by
virtue Cornwall v. Leveson 326th

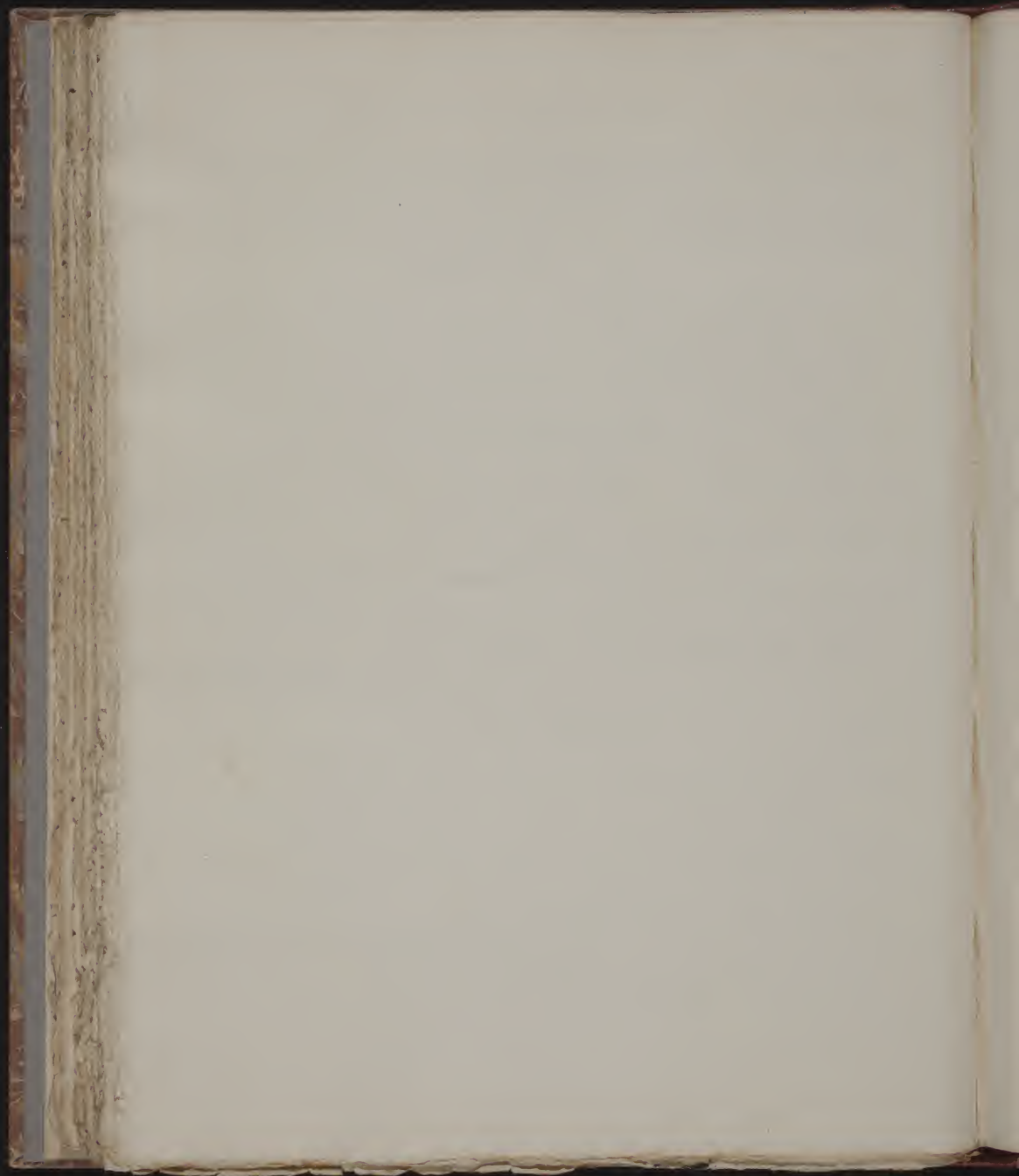
Should the heir be able to obtain his share
the average of creditors would be defeated.

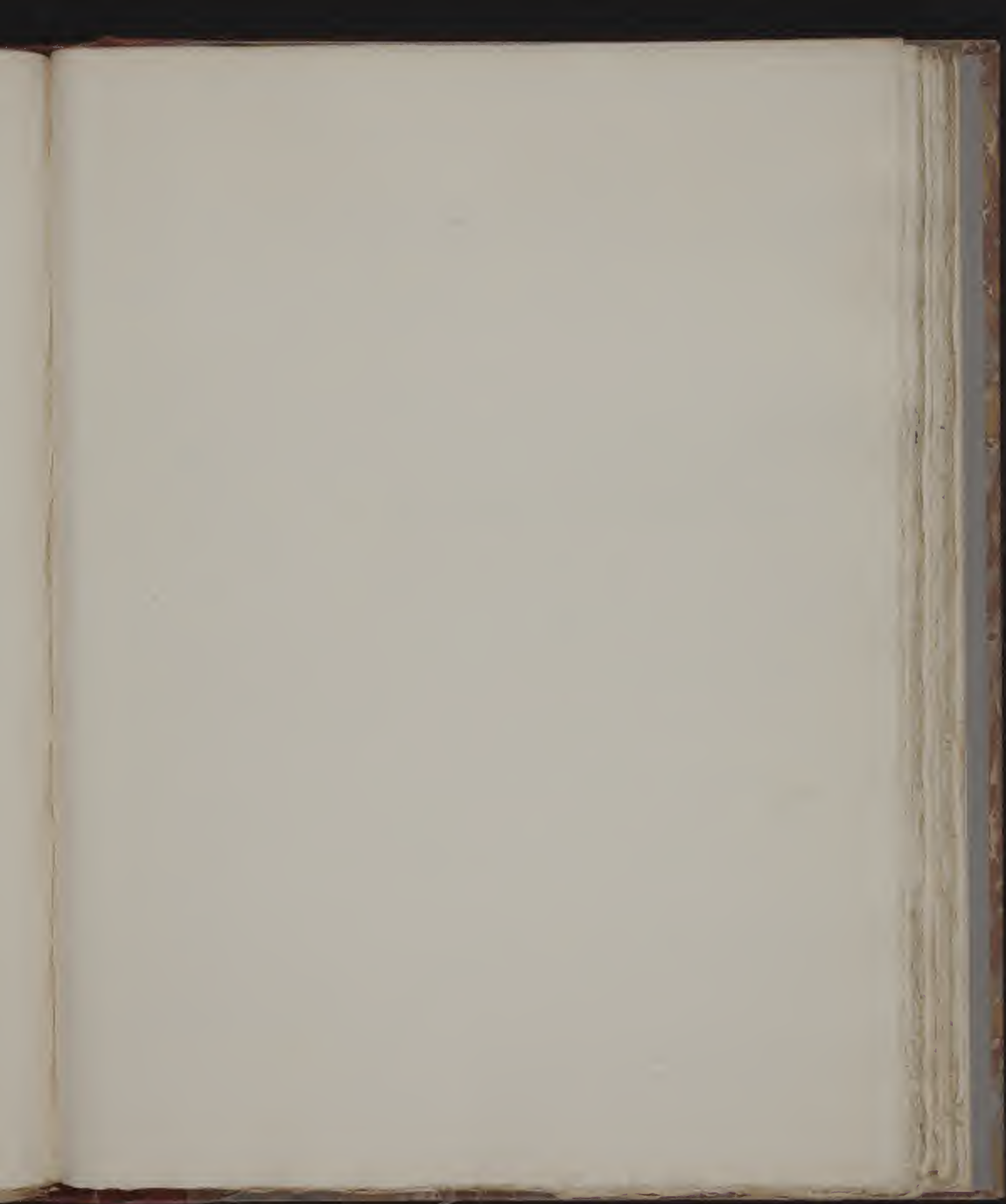
But if a writ is issued ^{act} ~~issued~~ before
the testator's will may issue after his death

Cornwall v. Leveson
226th

If a woman is granted her land and her
husband dies before she can sue
some as it is refused because it cannot
go to the executor -

Cornwall v. Leveson 326th
526th





an ejectment. Now
 is an order of a judge, Dissolution
 Yes—
 is an order of a judge ejectment
 ties—

36301 111 36157

Ejectment is a generic term which
 covers and dissolves in process—
 Difference between Dissolution and
dissolve—

The action of ejectment is one by
 which a person for years when
 ousted of his tenor ^{can} recover
 possession and damages

36344 Es. at 42a
 56 Ch. 115 & 116

The notice of dissolution is one by
 which the person ousted of the
 freehold recovers the possession.
 In common parlance there two actions
 are confounded.
 The notice of dissolution is one by
 which the person ousted of the
 freehold recovers the possession.

§ 1. Definition of the word
minors action

A minors action is one by which one
recovers real property with or with-
out a deed.

In the case of a minors action no damages
are recoverable.

The action of recovery of land is a real
action. It is called a minors action - but
it is properly so called - for real estate
is never recovered in this action.

2. See 100 See 101 See 102

BBQ 111 BBQ 112 BBQ 113

See 100 See 101 See 102

The action of recovery of land is a real
action. It is called a minors action - but
it is properly so called - for real estate
is never recovered in this action.

The action of recovery of land is a real
action. It is called a minors action - but
it is properly so called - for real estate
is never recovered in this action.

4. Expectant nation of
of his term beyond

What then gain no specifically

B. C. 159th 8th 20th!

What was the remedy to leave in us
common land the lesser courts
recover the specific bond for his
lessee

While the common law
the court's remedy intention was
to exceed specific restitution

And afterwards courts of law order
as the plaintiff to give possession
with B.C.

After allusion however has not
allowed the mode of declaring so
that it was not a question of
any land only claims damages but
type

B. C. 207. Hence we

In our action of ejectment we see as
ought that the Plaintiff should demand

Exclusion of notice of
possession 1 Geo 4 138

3rd

This rule giving relief in Chancery
was as a rule no demand of hand
demanded from the coming has
been of force

3 B 2201

This action has been in. By a more
as a rule than the more common
matter. By a more common
rule to the practice

2 Geo 4 138 8 2 Geo 100

3 B 2201

The title to real estate is preserved
in the action. In a notice of
legal action sections in the law

The book is a law book. The action
is brought out of the more common

3 B 2200 5 2 Geo 100

As this way it is that the action is
brought to recover damages for
the possession of the

5th Ejectment - a writ of
Court adoption this action an amendment
of the sufficiency of the original action.
An Ejectment action is not barred even
by any fiction. But under the former
law of Mass. an ejectment
except the better. brought for a
chattel real.

The English made us to obtain poss-
ession and only nominal dam-
ages in the actions of ejectment
because the action in effect is
now a real ^{action} ~~action~~ - and damages
are never recovered in real actions
except in a fiction assise.

350 205 2 May 1871

200 2187 6 Oct 71

1 Jan 72 57

Thus far in the general nature
of ejectment.

To n L4 subject to the rule in S^a
Giftment will not be for any
thing of which the Sheriff cannot
deliver actual possession upon
the execution - or the return will
not be for any thing for which
an entry in but cannot be made
from not in to recover incorporeal
real hereditaments or things
in grant - for on the return
be made - nor for annuity - fine
bills and such like - for in all
the other cases the corporate
possession in Q. B. C. 200 but 1000

Chancery Ch. 202
Q. B. C. 200 1400 D. 1000
Attorney 500 200 1000

Upon the same principle as nothing can
be made in a recovery right
may for these incorporeal

8. If Ejectment, to be brought within
the action will be for injury to
land in a high way which still
belongs to the owner of the
land in fact. It is before the
land was tried out - but the
question is. Has not the comment

1 Bur 43 B 30-54

Strong 104 1 Bur 118

Ref. to 128 B 10-11

In this case ^{the law} it has been settled
that the owner may recover
the possession with the comment
as in England.

It is also in favor of the grantee
or owner of the land because
the possession belongs to the grantee
while he was despoised of the right.

1 Bur 118 2 Bur

But now it is the same with respect
to this is the result.

Government, which action is the subject of
But it may be assumed that the law
which applies is a civil law -

3 B 6205 2d. 548
Exp. di 428

This action need not be brought in an
entire claim, but will be, to an
undivided part in houses or lands
and no matter whether the claim is
made for or against a full share
and provided it shall be shown for

Strong 3 B 6205 2d. 548

2 Loc 2 on Exemption by Samuel Gould

Who can maintain the action of ejectment
can rule - no one can maintain the action
a right, contrary to the title, showing
the action

The right party is the same as right
of possession - 3 B 6205 2d. 548
Exp. di 430 448

3 B 6205 2d. 548

This action can be only when the possessor
of title and right is engaged

30000-94- 20000-2010
20000-2010

And if the lessor has been out of possession 20 years while having the right of possession in his possession till is barred and he must go to his right

The party must have been out of possession 20 and have the right of possession in the possession without having been

30000-94-20000-2010

20000-2010

Then if I make a lease to B for 20 years and B is ejected for 20 years still the lessor is not barred by the statute of limitation only the lease term his right of possession. In your case I see the lessor has abandoned his possession

18
The person was a stranger during
the 20 years and would not get her name
to read the book.

A right opportunity in her costume
Nov. 1854.

Persons both men & women, but the
the saving, in person, in person,
in person and persons beyond the
reach.

At a man with a married woman
The is not barred by the statute of
this State who would not present
the statute in writing as done.

At a man with a married woman
The man an interesting story of the
will not do it.

There is a "man with a married
and the married man, the
person 20 years old will be barred
but his condition will be barred
in front of the statute. 1854
1854 - the man

12. Who can maintain the title
the possession on entry under
the English Act must be an actual
possession -

I think the Act is not taken
as possession is but rather
by purchase or other means when
the claim is within 20 years be
cause by the Act it is taken

Delivered at Chancery 1842 July 421
20th 1842

This rule is not adopted in some

The right of possession is deemed
not to exist unless there is a grant
and a title within 20 years a
right of entry without any
actual entry will support the
title

as much as a deed. The 20 years
from the date of the grant of
20 years and then not void

It may be seen from the action 13
that the Stat runs only from the
of bringing the action.

This is not law - for the mere bringing
on action is not deemed equal to an
actual entry which the law requires

Exp. 132

The saving in favour of disabled persons
only to those who will die at the
time when the right of pos-
session accrues - or at the beginning of term

20 years or 15 years is a good bar
and the length of possession is
not only a bar but a sufficient ground
to support an action of ejectment.

7th Rep. 412 Exp. 132

For as such a possession ~~is~~
confers only the possession title

2 B. & 7 180 1912

For as the Statute runs only with
it the alternati title is not sufficient

1st 150 18 151 12

Who may mount the action
is established to be in the party
a true ancient title

If the party, ^{in possession} ~~thence~~ under the party
out of possession, ~~thence~~ no
adverse possession and conse-
quentially no title by possession.

In Case
of a

Rule 13 Eor xi 438
12 13 14 222 but no
in is not in
By en the thence not be

A possession by a party who cannot
possess for a possession.

Copy 20

And where the adverse possession
is not in some evidence of the action
should be shown by him
who pleads title by possession.

Eor xi 438 but 10 12 14

If the action is based on a title
in the land which gives a right
of entry upon non litem possession
to rebut the action, ~~thence~~ not necessary

to being the other -

May 1800

31.5.1800 2.1.1800 2.55

2.1.1800 2.55

2.1.1800 2.55 1.1.1800 2.55

2.1.1800 2.55 1.1.1800 2.55

2.1.1800 2.55

And it is not the party claiming
of more and not ~~more~~ more. It is all
very simple and easy. It is all
a simple and easy. It is all

And it is not the party claiming
of more and not ~~more~~ more. It is all
very simple and easy. It is all
a simple and easy. It is all

2.1.1800 2.55 1.1.1800 2.55

The pff must have the local telephone
cassio-

(This rule is not universal)

(This rule is not universal)

Conce a mortgage may maintain ~~an~~
 of action either before or after the day
 of payment either as the mortgagee
 or the assignee.

Levy 21 "Exp. 435, 0."

But if lands stand on afterwards
mortgaged the mortgage cannot sue
the lessee for, but the lessee has the
first right and till he or she
he may proceed as the mortgagee if
he tells the mortgagee of his intention
to mortgage to ^{any} ~~any~~ ^{other} ~~other~~ ^{person} ~~person~~ ^{person}
Ex. in L. 35. B. 204

Exp. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

This is attended in my art the necessary means of securing the rent.

As a mortgage may cover in full there
though the mortgage has all been paid
if the money is not paid out the day
for less the legal title still re-
mains in the mortgagee

Dep on Dec 2 1878

8 Who may maintain the action?

Case 87 Strong 413 Shen 30 131
224

And give rule the person in whom
the legal estate may recover as
Exec even though the equitable title
is in another person or the Decree
or himself in action.

8 Ship 122 Bulver 90
1 Ship 707 m. a. r.
O R. 4. Long 23

In some modern cases courts of Eq-
have taken notice of equity's interest
interests - as in Comp. 22 13 13 13
but this can in Comp. 22 13 13 13
not be done.

Comp. 22 13 13 13
13 13 13 13
13 13 13 13
13 13 13 13

A court of law has nothing to do
with cases which the title is
properly subject to a bill.

A bill may be brought to the court
of his own title and not

to the legacy for a personal thing
 June 10. 1830
 Term 12th

An Act the assent of the executor
 is not necessary in his
 actions for legacies here in
 courts of common law

And in any case the executor
 is not bound to maintain and
 action immediately for a legacy
 nor has jurisdiction over bequests

Term 12th
 2^d of 437th

The assignee of a bankrupt ^{may} recover
 lands which belong to him -
 the commission of the bankrupt
 makes a good receipt of all the
 goods of the bankrupt

2^d of 437th Term 12th

But the executor of a bankrupt cannot
 maintain the action for immovables
 belonging to him - the bankrupt has no legal
 estate

21
A committee of a Synod is only
bully or agent for the Synod.

A Sec. must be made. One
to support the cause.

But the Committee may with
the assembly they make. Sec. in
the name of the Synod.

See 224 Platten 10
In Can. 104. 134
The Sec. is the agent for the
Synod -

No Sec. can be made, any Sec. can
be made.

The Sec. is the agent for the
Synod -

Put Can 98 3. 4

If an executor is one of the Synod
of the Synod himself has no right
the executor may maintain it
if it is.

See 224 Platten 20
Exp. di 137 B L 18

But an Alien cannot maintain the
Exp. di 137 B L 18

21. Mr. May is a true the nation!
 Not probably he may be of a house
 some birds and he is said to be a house
 for comfort of in 1834 30 6 24 1 27 2
 common 7 6 8 10 8 8 12 1
 7 6 8 10 8 8 12 1

Persons naturalized as to lands
 under the laws of U.S. though the
 common law differs from this rule
 for from the time naturalized
 they cease to be aliens and are entitled
 to the benefits of citizens and the law

Stat U.S. Vol 4 page 133
 Vol 8 page 72 5 page 130

A clause for years may be inserted
 in action of the lessor in a lease
 because during the term the lessor
 has the right to the

1834 30 6 24 1 27 2
 7 6 8 10 8 8 12 1

As to Readings on Text

On Dec 1st, 1861, I was at the
State of the of the and his true
tell and I should appear in
the Dec 1st, 1861, at 10
the time of the Dec 1st, 1861, at 10
the time of the Dec 1st, 1861, at 10

Had the right of Sale in 4 Strands = 30
 3 Vm 2 1/2 1/2 1/2 Th 5 80
 Best 15 1/2 per 100 = 1/2 1/2 1/2 1/2
 10 1/2 1/2 1/2 1/2

But not necessary to state
the difference on a particular
day. But sufficient merely
to state that a difference
exists between the
two different bodies
of the Government.

Good reason now why the very need not
be a test - viz that the eating of the Op.
~~Op.~~ cannot be traced.
In Am this not necessary to state.

24. *Pharyngodon* *sp.* *nov.*
on water at all

The ~~Bro. Price~~ in, Lath of was
proceeded untill such a time
as his ~~the~~ signature with her
and some and even the of
But it over the sunset always
he tried as having taken place
after the little ^{man} accident

Scorpion

Paul W. P. 100 Cook St. N.Y.

And as it is not necessary to take
the entry on a particular date
it is not necessary that the meeting
should be held to have taken
place on a certain day or sufficient
if the date is fixed to have taken
place after the date has expired and
before the action becomes stale.
For the counter cannot be reversed.

Oct 20 11th E. of 4125. 6th

The land or subject sued for must be
so described as to describe that the Sheriff
may know of it. It is to
give possession - otherwise it will
be void. 3 B. & 108 B. W. L. 23

Conf 350 & 111 314 & 305 B. & 207 B
East 441 & 111 & 111

Formerly very great precision was
required but now the rule is
quite relaxed and checked the
old authorities are not decisive
In short it must be described with
convenient certainty -

Conf 350 111 & 329 S. George 11

In cases the subject is usually
described by the designation of the
town or parish where it lies
by its boundaries together with
a statement of the quantity -
Unusual but to denote the quality
of the land - as meadow &c

In cases the boundaries are not

20) *Bladines*.
 usually given - The description is
 by a designation of ^{the name of the} town or parish
 by the kind of land and by the quan-
 tity - is the inaction & situated
 quantity 3th 333.52 B. 1st 700
 11655.13 W. 2nd 11655.4
 1st 10000.00 2nd 11655.4

In Eng. if the land is alleged to
 lie in a wrong parish the
 is non-suited - 2nd 11655.4 1st 700
 11655.4 2nd 11655.4

The rule is the same. But if a
 wrong town is named -

But neither law nor equity is
 the plaintiff bound to prove the exact
 quantity - and he will recover
 only so much as he proves to be his.

And he never can recover more
 than he owes, for though he may
 recover ~~loss~~ for a great & far
 can recover more than ^{the value of the} ~~loss~~ ^{the value of the} ~~loss~~
 Comp. 200 B. 1st 334.4 2nd 11655.4

And the Blacklaw for longer term
of years than he really has still he
may recover for the question
whether he has the possession
right and for the land and for
the right of the land
Exp. de 1812 8'

The 1st in Gen. & Eng. must prove
the 1st possession at the time
the action is brought for he
gives the right to action and
through the 1st was formerly in
possession yet it he was not
in possession at the time the
action was brought the action
will not lie though he
possess will

W. A. 220 but in 1811
Exp. de 1812 8'

The two cardinal points of evidence
by the 1st in the 1st possession
and the 1st till the 1st possession
at the time of the bringing of the action

The general issue is not guilty

B & C 305 Appendix 10

The ancient rules of declaration
are still preserved and very simple
especially on the party of A. Left
for he must confer possession
by the A and ouster of him and
possession by himself and then
he has to count B & C Appendix 9 "Dance
man"

Rules as to Evidence

The A must never by strength
of his own title

The title proved in a B person
must be upon a good and
subsisting title or in other
words it is not sufficient to show
the title was once in the person
e.g. A left shows an old lease to
a stranger than A's title is
not good. But in the case of a lease
the title is good. See Appendix 10

29

Eject

When the Plaintiff under a lease which
is either void or voidable a recovery
may be had ~~to him~~ in the action.
It may happen that the D^y may have
discharged his right of action by
confirming ^{the lease} and ^{thus} its extinction

If the lease which is ^{already} void
this cannot be affirmed and
therefore the D^y cannot ~~affirm~~ ^{affirm}
this lease - for ex nihilo nihil fit

Seng 50 Conf 482

Eject ii 404

But if the Defendant under a lease
only voidable the D^y may have
confirmed and it admits of con-
firmation either by an express or
by an implied consent or affirm-
ation

If the Censor after notice of assignment
accepts rent it confirms the lease

Seng 50 Conf 482

Conf 483 803

Eject ii 403

As to verdict & judgment.

If P/ recovers according to what
L/ promises under -

If L/ declares for 10 years and proves
only, L/ recovers only 6'

Exp de 19th Conf 26th

And if L/ declares, in several subjects
L/ may recover some and not the
others and though L/ will
as to some still L/ may recover
as to the others if L/ can prove a
good title. Crok Elin 180. Ex. 100
24th

If L/ declares for land only L/
will recover for the house
and all erections on the building
for these erections are part of the
freehold

By a 2^d of Exp de 19th
25th 67 18 Inst 2^d

34 Exemption Reading S. v. A. & Judge

It is determined that the 3^d of the King's possession of the land during the war does not prevent his recovery and he will still have damages & costs.

Nov 43

In Eng. v. A. & C. the possession during the war, the plaintiff in law but it is said in the judgment may admit the plea or not as he pleases. Ex. 180 "Ex. 180"

At the time in which the action is brought, the plaintiff is not the owner of the land, but does not recover the possession, for his right to it is gone, never.

Ex. 328 Sum. 151

Nov 383

After the 3^d of the King's possession, the plaintiff is not the owner of the land, but does not recover the possession, for his right to it is gone, never.

35th
Just Plauding says to himself
have a new right to have a right have
possession - is a sort of attachment
to contempt - 2 Bar 184 2 Bar 187

An attachment will be as great security as the possession

In the English action of Debt is sought
a verdict is given. In a debt the
court will seldom grant a new
trial - for the Plt may have a new
action and the former verdict is
no bar to a future action an ex-
ception to the general rule because
the proceedings are fictitious and a
new action may be brought in the
name of a new nominal Plt. And if
he sues in the name of the same
nominal Plt it is inadmissible for him to have
the new action. 2 Bar 122 2 Bar 123

5 Bar 253 2 Bar 253
But when a new verdict is given

is the north of the land of the
possessions

200206 S 1038

10th Eliz 1487

11th Dec 1844
This however is not the universal
rule of damages, in some cases double
and treble damages & the value of
the land during that period are
given and justly. B. 11. 2.

This action must be paid with a con
vincendo 12th Dec 1861

The master and the noble can may
however be stated as the ^{action} ~~case~~ ^{is} ~~is~~

Latue 977' Head no. 502

This action is evidently to the nation
of Agut that is to say may bring
it as a matter course of the House
of Commons.

It is said the S^d may bring a bill in
Chanc. demanding the Govt. to be
in possession of the 1000

In necessity, the other side, from
the circumstance that in that the same
ages, ^{given} are only nominal.

34th Great Pleadings judge's dicta

2 B & C 205 2 B & C 184

It has been holden that the Plaintiff may recover ^{all} his damages in the action of ejectment.

2 B & C 184

There is much question whether or not it is necessary to do more in ejectment than in the common form. If the Plaintiff cannot recover as he does not have a trespass with a continuance which is necessary.

2 B & C 184

After the Plaintiff has changed the form of action, he cannot recover in the intermediate steps unless the Plaintiff comes within the rule which is indispensable.

In the common form damages may be recovered and in the common form damages may be recovered - though this is not usual.

July 24th 1894

34

In the 2^d action the 3^d need not prove
that the 3^d entered upon the land
and ousted him, for the recovery
in the action of eject is conclusive
that the 3^d did enter upon and
take the profits, &c. &c.

From 222 (Business)
8.24.

The A is not combined with the
 D either to form of the word and
 must as laid in the said in the
 collation. Is it I can prove an
 antecedent till he may leave
 the intermediate ^{of} ^{from} ^{from}
 the time of previous to tell first
 proved through the second bold time
 of having the second action
 3 B C L 25. But as 18th

3 B C 25. Bu. m. Bu. 8
2 mai. 3/18

But as to the point this distinction
I have never made to the public
account since the time I have had
in the education department.

210 *Just* *quod* & *videtur*

can recover only for the ^{same} profits, *conceditur*
by the declaration.

B. B. C. 205. 1. Bul. vi. 80. m.

Exp. vi. 343.

In the former case which *L. J.*
recovered only for the *profits* said
for *profits* of the judgment,
and the *enunciation* of the writ
of *prosecution* is sufficient to
prove he has *obtained* a right to
recover what *L. J.* said, *con-*
ceditur ^{to show} *quod* much he is *indebted*
to recover & should show how
how much the *same* ^{non} is worth
in that case. *B. M. C. 20. Exp. vi. 343.*

And if the *plaintiff* recover *being*,
an action is a *former* *trespass*
in *de* is a *strong* ^{to} the judgment,
and *L. J.* *must* ^{must} *show* *quod* *conceditur*
he must make out the whole
of what is *strong* *to* *show* *quod* *conceditur*

Quot. Judge H. Tudor
former judge as is a general
rule that in civil cases the court
is and are only as between the parties
and his applies directly.

The reason why the Pl. entitled to
maintain this Partition, that in the
the Pl. put in possession &
~~that his restoration is not~~
good as to the possession
having been a long in possession

24th Nov 1852
This action for recovery of profits is
within the provision of the statute
of limitations. But this is an action
of tort, for -

And having it has been in pos-
session of years. It being this
action of tort and recovery of profits
he can recover for any damage
of his profits. 24th Nov 1852

212 You may be heard
An on the Statute of limitations
is 3 years from only 3 years
therefrom can be recovered, or

Quere If in fact the Officer for im-
mediate damages is he barred by
the Statute of limitations that is can
be recovered only for 3 years or for
all the damages - Gould thinks
that as the Stat gives power to recover
damages he is of opinion that
all the damages is recoverable
An on the action may be brought either
in the name of the nominal Plaintiff or in the name
of the Plaintiff - but if the Plaintiff is
actually in existence he bears the action. This
is void release and a high court must
be made per 23 B 204
But see 89th Stat 286

Through a limit in common cannot occur in fact as he
is not bound to get the business recovered in 3 years he may have
this action kept in 4th 5th Century Little (a 375)

Finis You may be heard by James
Gould

Waste by Tenant & Landlord's Rights. 1812

Waste is any ^{indisputable} spoil on houses lands or trees
or corporeal hereditaments to the detriment
of him who has the remainder or reversion
in fee simple or fee tail

Distinction between destruction
and waste - not now attended to

2 B & C 281 1 Inst 536

Thames v. East. Eng. 100 385

5 B & C 455

A kind of Waste - Nuisance and Pre-
missive

Waste is defined by some authorities

The action is called waste

The action is called waste

2 B & C 281 1 Inst 536

5 B & C 455

But if a lease covenants not to do

that waste

Part of the waste is called waste as well

as the whole

Waste on Building L
is bound to keep the property in good
repair.

1 Sutt 53 1/2 2 Roll 8 1/2
5 Bac 40 1/2

This in this case the tenant is liable
even though there is no timber on the
land to make repairs.
same authorities

If however there is timber enough
on the land at the time of the demise
and the leasee takes it away afterwards
the leasee is not liable for permission
waste.

2 Roll 23 1/2 2 Roll 8 1/2
2 Bac 41 1/2 2 Roll 8 1/2
not agreed Brown 21

The erection of a new building where
there was none before ^{not waste} but if the
leasee takes the lessor's timber,
his waste.

2 Roll 23 1/2 5 Bac 41 1/2
2 Roll 8 1/2

But if the tenant having thus built
it, lets it go to decay for want of re-
pairs, there is waste for the want of the
new building - same authorities

2 Work in buildings

But if the lessor builds a new house &c
after the demise the lessee is not
bound to keep it in repair, but has
no part of the Lamin and the
lessor himself solves cannot subject
the lessee to any new burden
Feb 234

If a building lean is removed at
the time of the lease its decay or
want of cover is not waste
1 Inst 53 4 5 Bar 201
Brown 2134

All cases on the burning of a house
by accident is waste

But now in case of accidental
burning by fire the tenant is
not affected with waste 2 Inst 281

The destruction of the house by the
act of God or by public enemies
is not waste in the tenant
3 Bond 404 1 Inst 208
2 Inst 300

Waste In Buildings

88
But if a building is ^{not at all} left standing
by these causes, and the building
is ~~not~~ ^{must be} repaired in a reasonable
time and it ^{cannot} does not and it
suffers any lasting injury there-
from its waste -

10 C. 1346 Moon Or

Gentl. I don't know how far
this is to be extended. a house may
be partly demolished and not worth
repairing - shall the tenant in these cases
make repairs when perhaps it
would be cheaper to build a new one?
I think the tenant might be ex-
cused - much must be left to
the discretion of the court -

If the tenant is actually guilty
of wastes and repairs them before
an action is brought in recovery
can be had - and in an action the
defendant must plead subsequent repairs

While in Buildings and Lands

Especially 5th Bond 1842 1st Jan 33A

It seems however in the case of
voluntary waste the lessee can-
not use the lessor's timber to
repair the waste.

2 An Annals Waste may be com-
mitted -

1 Digging up and carrying away
the soil is waste - So if a tenant
suffers a dyke to decay and the
land is injured thereby - this is
permissive waste.

1801 1810 3rd Bond 21st 18

1800 02nd 17th

If however the wall is swept away
by a torrent & he is not guilty
if he repairs it in a reasonable
time - otherwise it is permissive waste.
All too husbandry is not waste.

Waste on Lands
Bad management of land is not waste,
for a man may either cut down his trees on
land or sell them. 12th 1841

But generally the conversion of one
species of land into another is waste.
Thus if pasture is converted into arable
land this is voluntary waste
because the change has not made the
land barren but the ^{evidence} ~~improvement~~ of the
estate. 2 B & C 111 12th 1841

This last rule has never been ap-
plied in the case of a tenant in the
negligent state - but even here
if the tenant converts wood
land into arable land ~~the~~ waste is
voluntary. 12th 1841

If a tenant opens new mines on land
unless the mines themselves are de-
signed to be waste, but if there is already
a mine open the tenant may dig
even though he not intend to

8 Waste on Lands and Trees
in the lease that I may not be min-
imizing on the land & trees. Let

5' 6" 1/2 2 1/2 1/2 1/2
2 1/2 1/2 1/2 1/2 1/2
2 1/2 1/2 1/2 1/2 1/2

3 In trees Waste may be committed

At a tenant for life or years with down-
fall trees except in certain cases he is
guilty of not waste for this is part
of the rule. 2 1/2 1/2 1/2 1/2 1/2

And if the tenant does any act ^{and}
consequent of a light & timber damage
to the waste then to him -

Or if the tenant ^{does} is to be
neglected but this is permission
Waste. 2 1/2 1/2 1/2 1/2 1/2

By timber trees or ^{mount} such as are fit
for timber in buildings - all trees
are not timber trees -

2 1/2 1/2 1/2 1/2 1/2
2 1/2 1/2 1/2 1/2 1/2

Waste in Trees 9
Waste in trees is not absolute as con-
fined to timber ~~the~~ ^{the} is generally the
cutting down a shade tree by the
house is not waste. La Cote says
this is disposition ^{and not waste} but this is not
an is not observed Feb 24, 1817 53

Alum what are timber trees in one
country are not timber trees in another
for they may not grow in both
countries Thus oak, ash, and Elm
are timber trees in all countries.

In Can Chesnut trees are almost
common timber trees but do not
north there is no Chesnut from
there is no such timber trees as in
Europe

The timber is used for building
it is called amber tree -

63" of 2 feet 1817
2 ft 6 281" Oct 1817
Measure 812"

Bushy shrubbery and ardenwood the
tenant may cut it for fuel as much
without cost 2 feet 45" 2 ft 6 281"

10th Waste In Trees

And a tenant is by common right entitled
to wood for fuel - for repairs of buildings
and fences - and for making and mend-
ing implements on the farm.

2 BCB 6-281 Quia Chir
D. 24th 1st

If however a just supposes the
building to become ruinous and
then cut the timber ^{to repair it} as is a right
of two fold waste of - within the
timber and of premises. Waste
in cutting the 1 BCB 336 ^{Quia} ^{Chir} ^{D.}
So if a cuts timber to make new
fences this is waste - he cannot
alter it in substance but the expense
of the loss on he must do it at his
own expense. 1 BCB 822 1 BCB 536

Though the tenant may cut timber
for repairs - yet he must not cut
timber into repairs else tis waste
5 BCB 2150 1 BCB 536

Waste for Trees
And though the tenant has covenanted
to make repairs at his own charge
or expense yet he may take the
timber for the purpose, for then he
has of common right and cannot be
deprived of the ^{same} unless by the ^{express} consent of
the landlord. Nov. 23 Tenant

End of the first Lecture. J. Henry L. L. Neworth

Dec 3rd 1844, Dec 18th

There is a common law rule that a tenant may
take timber when by covenant he is not bound
to do so.

If a lease, himself covenants to make
repairs, the lessor may take
timber to make repairs if necessary.

Spoken of a lease without impeachment
of waste still the lessee may take the
timber for repairs.

It is a common law rule that a tenant
may take timber for repairs and
the lessor may not take timber for repairs.

1000 1000

1. m 542 & 800 823 in m 45

In digging for the bones is not of
the same kind as the bones found in
the 1st. These bones are found in
wild land is not worth to cut down -
5. Bone 4071 not 33.

2. m 817 1000

It is doubtful how far the bones
of the 1st. is found upon the
United States - there is a distinction
between the bones found in the
1st. and in the 2nd. series the
distinction is between the bones
of the 1st. and the 2nd. series is more
but the distinction is clear
and the bones of the 1st. series
is different from the bones of the 2nd. series
the evidence of wild land if she could
not cut the timber. In some cases
but none to her.

But not as if the bones are not created
by her for the bones of the 1st. series are not
of the same nature as the bones of the 2nd. series.

14/ Waste

And if the lease assigns (once it is made
and the assignee enters the land he is liable
in an action of waste to the original
lessor

Cook Chir 19th 83rd / Dec 4th

2 Roll 85th

If the lease is made with a proviso that
no "enlargement of waste" shall be made
for any waste -

More 82nd / C. L. S. 116

2 B. C. 283rd 2 Roll 83rd

But the exception can be made
only by deed - and the exception
must be made upon the same
deed which makes the demise -
otherwise it will be void but
will be only a covenant and
good as such -

2 Roll 183rd

See in waste 4th 3rd

A court of Equity will interfere to
prevent a person waste in a lease
without enlargement of waste

If the court will make a lease

18
without impediment of man or his
will not bind the Tenant or Tenant
in tail or the Tenant in tail has
no power to do this

Com di nate C.3

And Tenant shall never be troubled
with the law the inquiry is made and
by the assessor himself - however
the law is settled to the assessor

So also if after the time of assessor
with the time of assessor is not liable
for repairs since he has nothing to do
with

2 Roll R 2 D 200

Com di nate C.3

If the inquiry is made by the
act of God he is not liable and a true

Com di nate C.3

11 C 137

Who may maintain in action

By Com law a writ of prohibition was allowed
to the assessor but that is taken away by
that writ. Boo & Bull 180 21

107

Who may bring the action.
 His action lies only in favor of him
 who has the immediate reversion
 in fee or in fee tail expectant on
 some particular estate.

1 Inst 53^a 628^b A 3 B C 22^a

Hutton 10^a 2 Bull 825^a

His action lies to obtain a recovery
 for injury ~~to~~ ⁱⁿ which ~~he~~ ^{he} ~~will~~ ^{will} not lie.

The remainder must be immediate in fee
^{or} ~~and~~ ^{or} ~~the~~ ^{or} must be no intermediate
 estate. 5 C 77^a Inst 54^a Com w c 3
 Ash & 10 R 32 B C 1 P 1

But if the intermediate remainder
 is for a term, or years the
 remainder in fee or fee tail may
 maintain an action for the chattel
 interest is not necessary to support
 the remainder.

2 B 200^a Com w c 3^a

Injuries and Remedies to the People

Wade, concluded - June 1865

Wade, June 1865

Against whom it will be

At Corn Law it was against 6 persons

Quadrillion Chavoy Unions

Unions Unions Unions

Who the last was something more

At Corn Law it was against 6 persons or less

at Corn Law

2 1/2 1/2 1/2 1/2

2 1/2 1/2 1/2 1/2

2 1/2 1/2 1/2 1/2

This question is to Corn Law it was made

and decided by the Corn Law it was made

Three and not a quarter against the

by operation of law the latter is the

out of the parties = 3 1/2 1/2 1/2 1/2

But by the Corn Law it was made

The action is intended against all

tenants for life or years

Waste

Yet if a tenant in fee is Cautious
makes assignment. the action lies
against the tenants of said
The rule for a tenant for life or years
is if he has assigned and after
assignment work is committed
action lies against assigner
but if the tenant in fee is not
assigns action lies against the assignor
for then he is liable at Common Law.

Curry v. Tol. most. c. 74. 2. 1. not 300 & 100 3/4

Known that the action lies against
an occupant common or official -
An occupant is one who takes possession
of an estate for which he is liable
The lessor takes possession of that
which falls to him when the death of
the tenant

1. not 300 & 100 3/4 Curry v. Tol.

Also lies against an attorney who takes a term for
years as assets - or whether the

encumbrance is legally ~~defined~~ as an encumbrance
de son tort

2 Inst 302 3 Para 9th

yet a tenant for life having committed
waste and then assigns he still is
liable for commission of waste
being - for it is sufficient that
he was in possession of estate at the
time of committing waste -

2 Roll 81 2 Inst 302

If waste is committed by a stranger
on lands in possession of a tenant
for years - the tenant is liable and
the stranger is liable over to the
tenant -

It lies in an action of trespass to
be brought against the stranger by the
remainder man or reversioner - he
who brings this for must have the

2 Roll 82 1 Inst 304

right at the time of the injury being done -

and he who has the right to waste must have
the estate at the time of committing waste -

How can we maintain this action?
 And if after the commencement of a lease
 for life the reversioner grants a lease for
~~life~~ years - the reversioner can have
 no action at waste - not so says ^{the} court
 for though he said that the reversioner
 conveyed away his right to prosecute &
 still was the remainder which con-
 veyed to him intact.

1705 5d. 11 Bar 227 Com. 111
 C.D. The Lord's remainder

But if an interdict is made is limited
 on contingencies and the tenant com-
 mits waste before the contingency happens
 can he may have an action for waste

Allen 82 Com. 1102

In this case where an action of waste will
 not lie, the court may grant an injunction
 or an interdict in some cases or order
 that if a lease is made to C, remainder
 to A, for life, and then B, the remainder man
 may sue A. because no B man is to
 be injured. 1705 5d. 11 Bar 227 Com. 111

18 If he may support this action I
 But if the B' had the ^{immediate} induitum at the
 time of the action brought though he has
 not at the time of the assize yet he
 may recover - in the interposition
 does not respect the term when he may
 perhaps it refers to the time when the action
 is brought. 5676 Allen 32ⁿ Moon 387
15th 5th A

A tenant in Common ^{in the whole title} leased to be
 joint tenant - and in lease commits
 waste he maintains an action to him

Com next C 2 Moon 71

C had by the Stat of Waste - a tenant in
 common of the induitum may have
 this action as his cotenant, in any
 injury done to the estate without exception
 only intermediate estate -

But extends to joint tenants but not
 to Coparceners - this differs from
 Com an assize much - yet quite as notable
 say I and your coo 520727 2100 188 44

Who may maintain this action?
He who has the indubitable right
with him or who has a smaller inter-
est in the subject with him

1st 2d 3d 4th 5th 6th

A term for years commeth next and
the term expires before the action brought
still the remainder man supports this
action for damages but not for the value
of the land as a stranger to the term
after the term is expired

1st 2d 3d 4th 5th 6th
5th 6th 7th 8th 9th 10th

After judgment by writ & not dies
Cust. Term 1588

This is established that B cannot maintain
this action unless the same estate
continues in him which did at the
time of the injury - because the parties
of the estate is changed between the landlord
and tenant -

5 Bar 2108 1st 536
3502 2nd 425

At law however the assignee or the reversioner could
not maintain this action - because he is not

20th Why more being this action?
Giving to the trust conditions between
the landlord and tenant.

But by that the assignee of the premises
given notice of it assign must
mention this action.

3 B C 158. Cook Same d. 3rd
Mone 820th

Y^t the a remainder man cannot support
an action of waste or trespass yet said
he may have an action on the case
against Ed. Swinger -

Edward thinks this is not supported
by authority

13 ac 10827

And the next inference is a d^l
case in action for waste -

1 Inst 50 & Comyn ar
tit work c 4

The rule is the same as to a tenant
if the d^l is even ousted and the
disseisor commits waste during
disseisin - that is he the disseisor
is liable for the only wrong the
disseisor - yet the tenant is
in no actual fault - usage

5 ac 2170

A tenant for years commits waste
& dies - his executor is administrator
is not liable - and the rule is the
same whether the estate is -

The test does not survive -

Went off in En-127. Corn c 812 boll 828

11. *Thistle*

This action does not lie against
tenant in tail after Feoff. & issue
extinct. For the induction
is complete not within the time
of mort. in Plot & No. 125 Pr 283a 1 Sn 27

2 Koll 820-828'

His ingenuity may be said to sustain
the tenor of the Gen. & some extent
from committing unnecessary noise

Com c s.

You will not be against a Union
 of Colli. - It is not viable at Can-
 Con - for the ^{wool}~~most~~ part on end of
 the estate and preserves the privilege
 and ^{rather it is} not ~~an~~ estate ~~at~~ by law.
 Rather under the Act. for these
 intend only to to remove for up on
 your

David Ellis 547

7847 B.C. 10

You will then return ^{the 1st} unmet for up -
years without improvement of prob-
because all claim to the action.

is wound by ^{the} ~~the~~ by the tumor

2 B 283 - more 307

2 Roll 885'

into is recovery - the recovery by com-

len and by state of most and 2d.

was only of simple damages -

But by state of facts in the mind

perfectly through damages and the

plan when the next was com-

mitted - Learn in case for 200 283

2 B 283

Under the which ^{is} action mind

(3 kinds of action - real - personal and
3 mixed) 3 B 117 - 18. 228'

Post is not always ^{mind} under the law of state.
for the law may have the a total inter
only

The plan made does not mean that
the recovery is to be had of the whole
tortment but only of the particular
part in which work is com-

mitted if work ^{part} is com
separated 5 B 457 209 283

Wade

If waste is committed in our room when
there is ~~some~~ a surplus of room
in ^{the} room can be secured. It is so on
if it cannot be. Cost 5.25 the whole is

The cost of glass gives a cumulative
expedient.

In case no action has been brought
under the Statute of Wills - no more
than single damages have been
demanded and that the law now
yet general is that the Stat
of Glass is binding on.

In case we have a rule as to waste
committed by tenant in common

That Court

Conclusion of Wade by James Crocker

Lehigh Valley May 14

1812

Elton J. Crocker

2000

hute

hute

hute

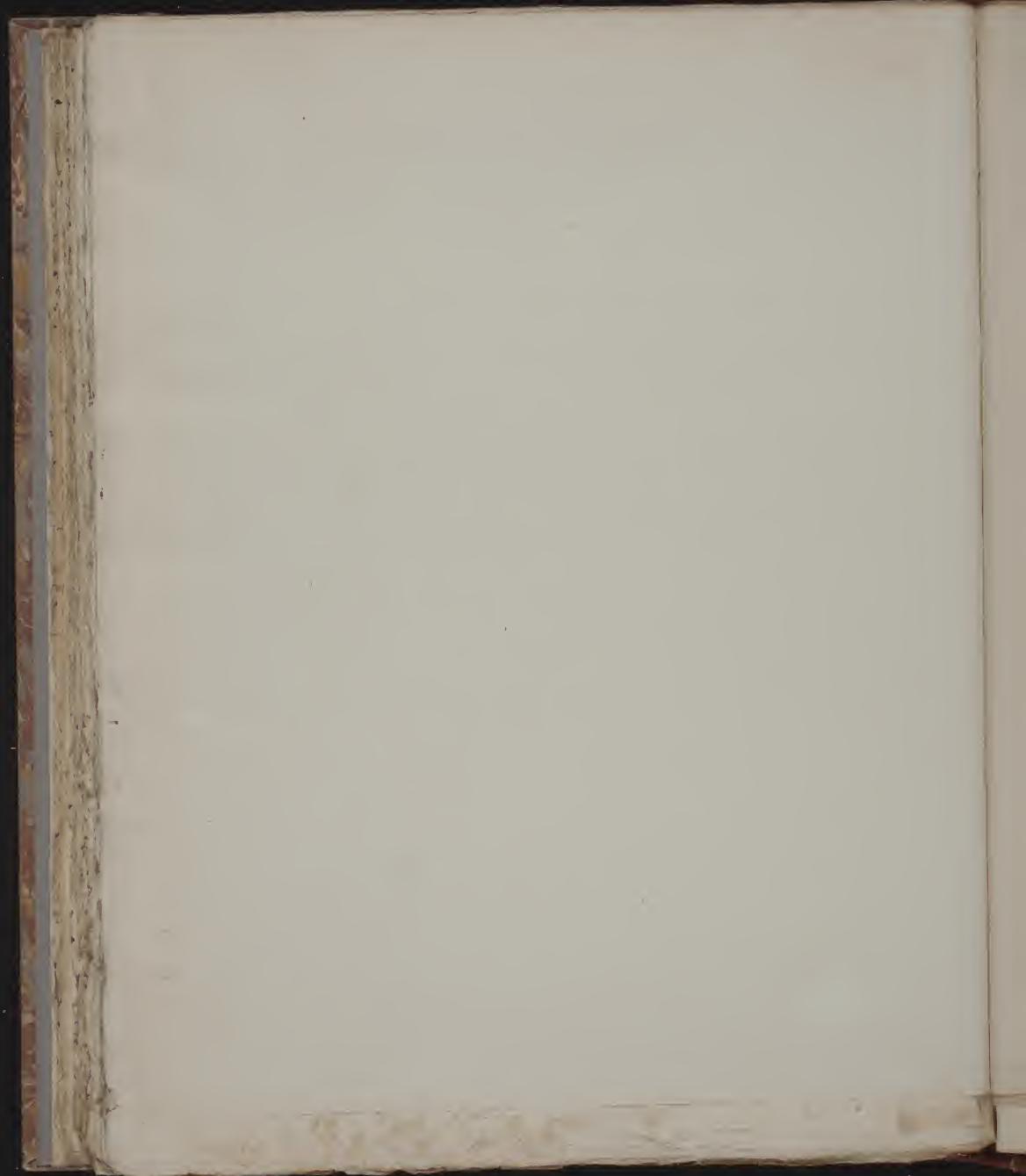
1

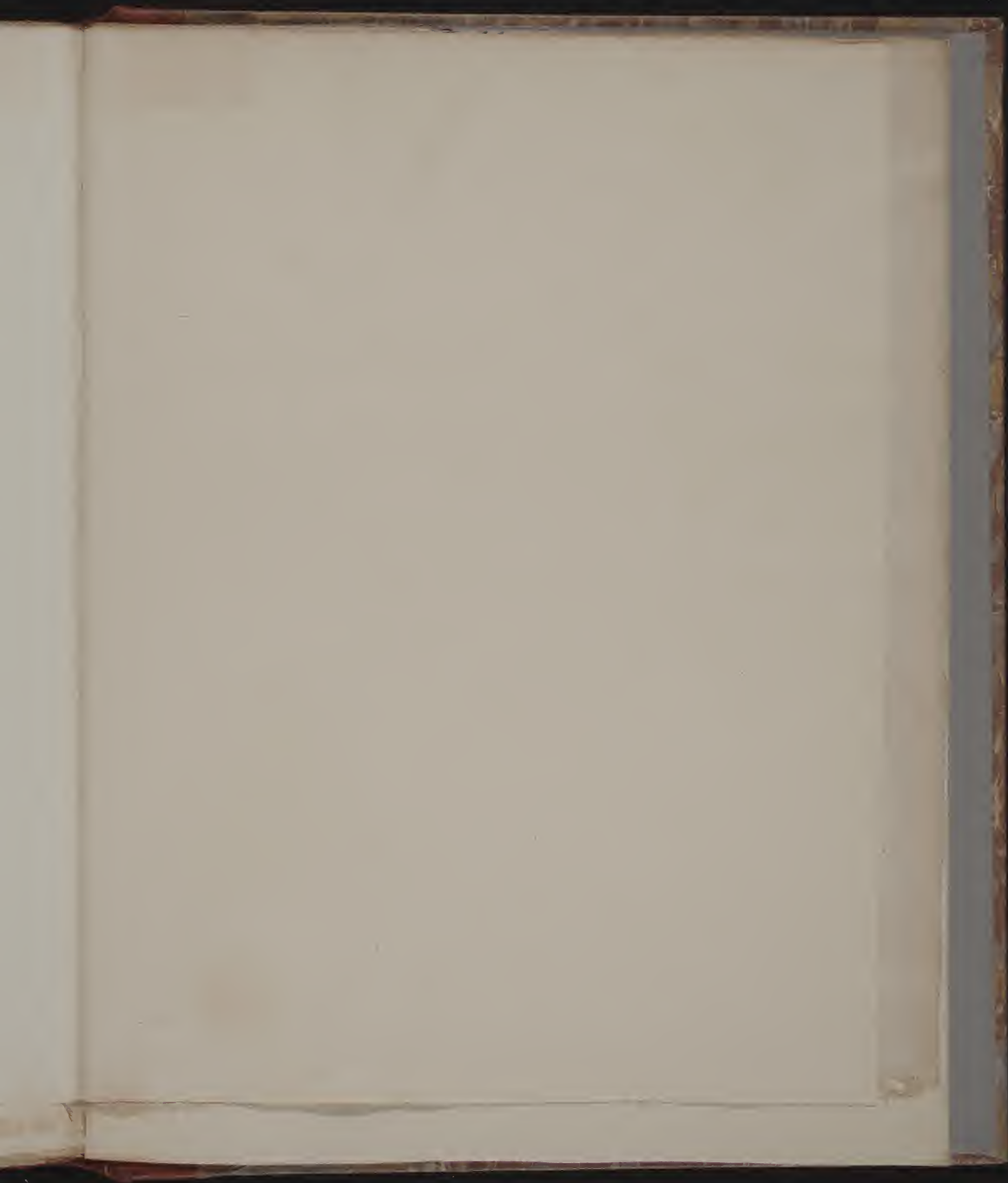
2000

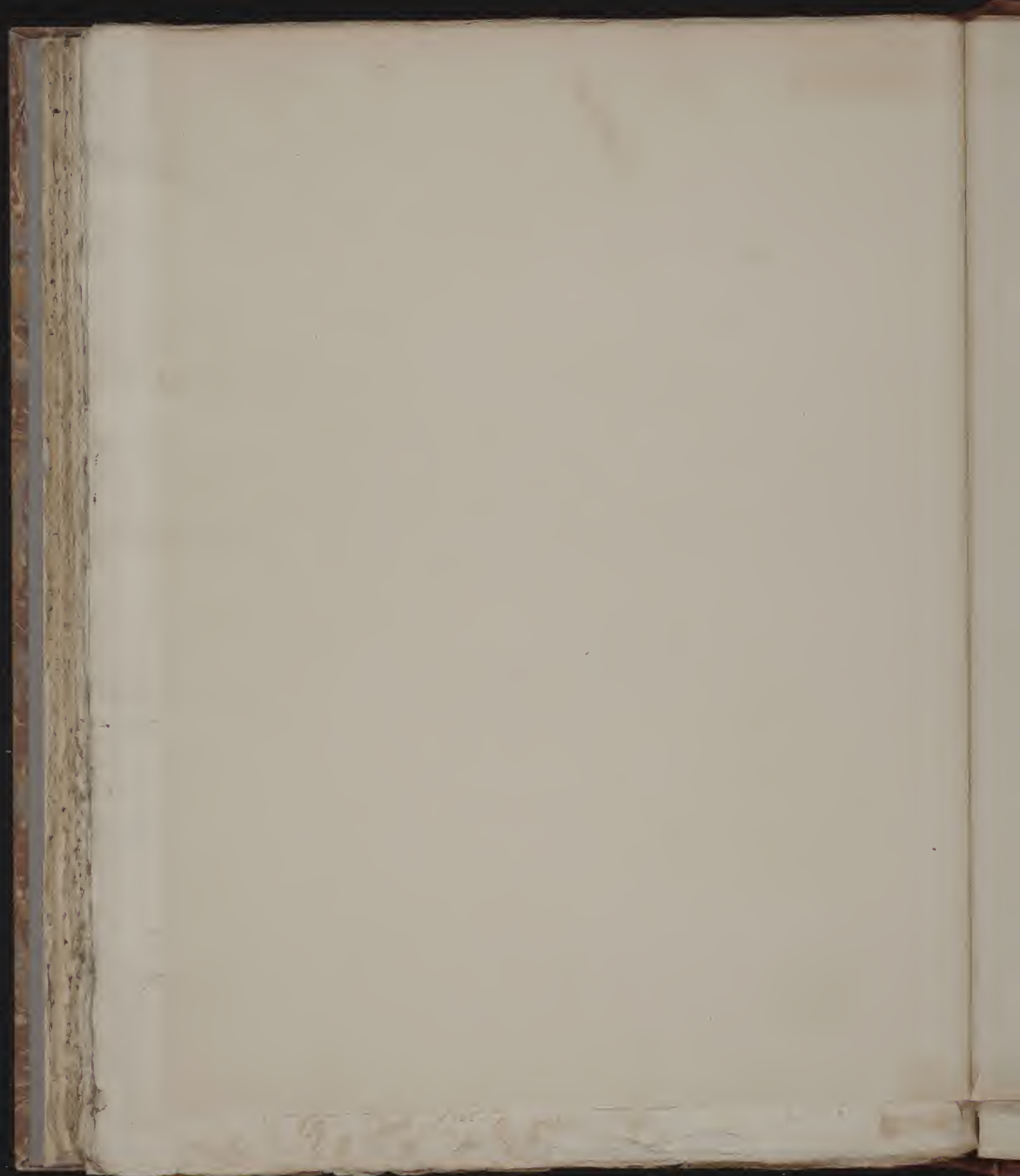
hute

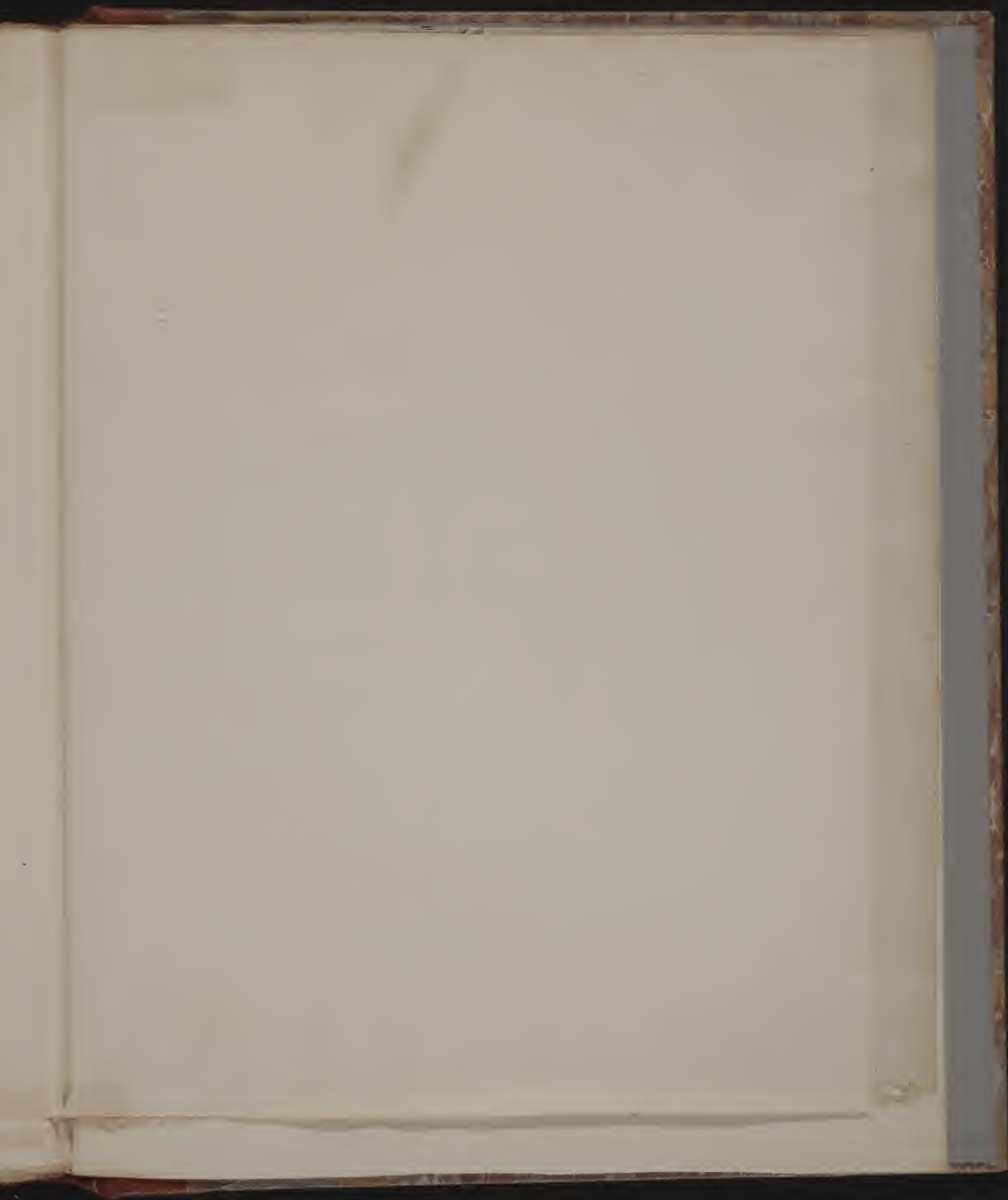
14

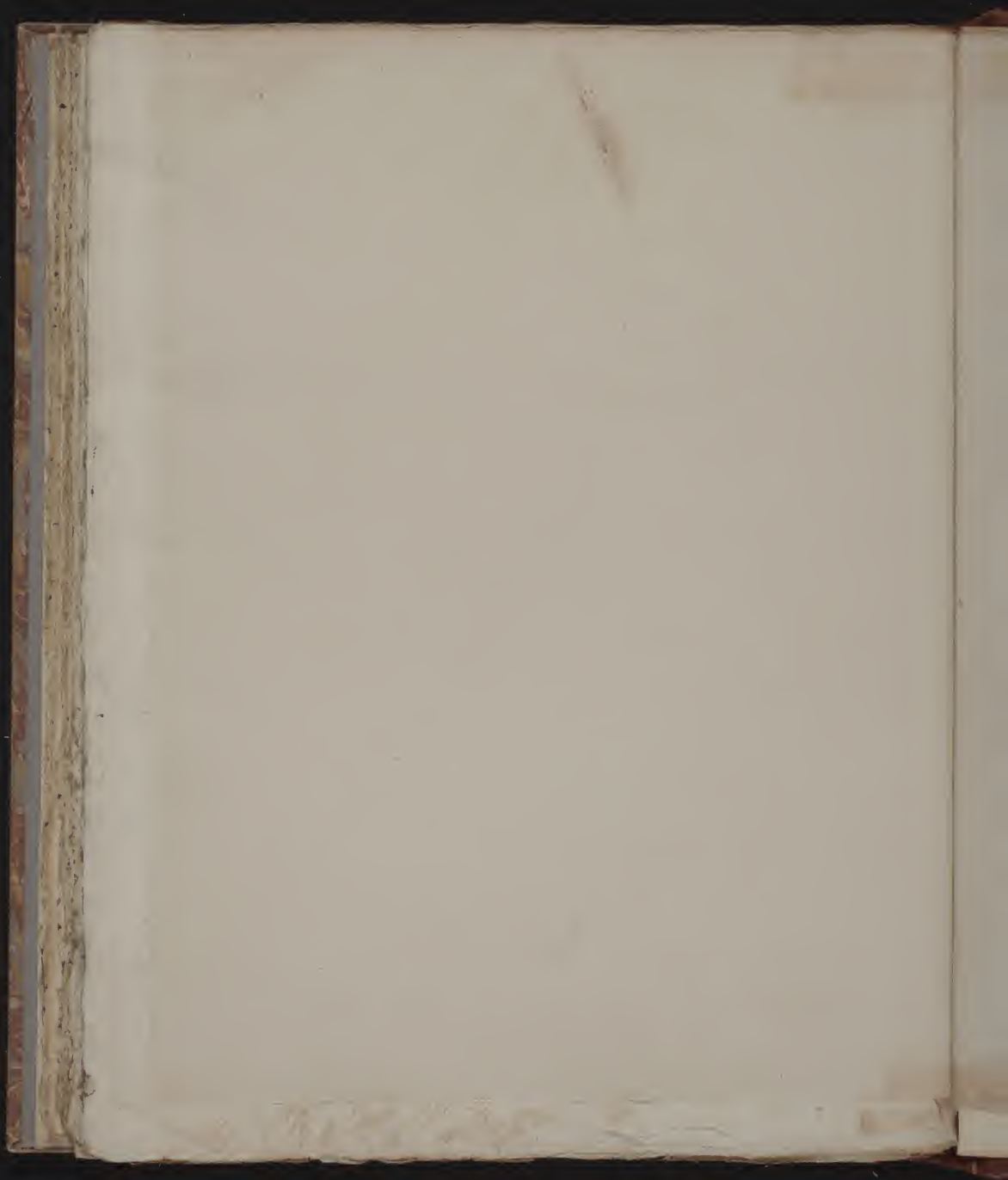
hute











Gift of
Chamney S. Goodrich

